



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

Lori A. Shibanette  
Commissioner

Patricia M. Tilley  
Director

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

December 6, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with JSI Research and Training Institute, Inc. (VC#161611-B001), Bow, NH, for reallocation of funds for benefits and salary coverage, by decreasing the price limitation by \$72,552 from \$1,468,522 to \$1,395,970 with no change to the contract completion date of February 28, 2024, effective January 31, 2023 or upon Governor and Council approval, whichever is later. 52% Federal Funds. 48% General Funds.

The original contract was approved by Governor and Council on December 2, 2020, item #21 and most recently amended with Governor and Council approval on January 12, 2022, item #13.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90018000	\$112,219	\$0	\$112,219
2022	102-500731	Contracts for Prog Svc	90018000	\$362,809	\$0	\$362,809
2022	102-500731	Contracts for Prog Svc	90018008	\$220,000	\$0	\$220,000
2023	102-500731	Contracts for Prog Svc	90018000	\$166,747	\$(87,910)	\$78,837
2023	102-500731	Contracts for Prog Svc	90018008	\$220,000	\$15,358	\$235,358

2024	102-500731	Contracts for Prog Svc	90018000	\$166,747	\$0	\$166,747
2024	102-500731	Contracts for Prog Svc	90018008	\$220,000	\$0	\$220,000
			<b>Subtotal</b>	<b>\$1,468,522</b>	<b>\$(72,552)</b>	<b>\$1,395,970</b>
			<b>TOTAL</b>	<b>\$1,468,522</b>	<b>\$(72,552)</b>	<b>\$1,395,970</b>

**EXPLANATION**

The purpose of this request is to decrease the current price limitation. The Department determined that the new lower price limitation will be sufficient to address anticipated service delivery needs.

The Contractor will continue to:

- Provide technical assistance to the Department to amplify and enhance evidence-based comprehensive tobacco prevention and cessation strategies at the state and community levels.
- Collaborate with the ten (10) Community Mental Health Centers to collect and report smoking and vaping status in the behavioral health population.
- Facilitate focus groups across the state to test multi-media tobacco cessation campaign materials with individuals in New Hampshire to identify the best placement and content for the behavioral health population.
- Prioritize working with school administrative units in an effort to assist schools to provide access to treatment for students found to be using tobacco products.
- Identify communities with a high prevalence of tobacco use and high level of interest in curbing community tobacco use in order to address tobacco use in the population identified as having substance use disorder(s).

Approximately 60,000 individuals will be served from February 28, 2021 to February 28, 2024.

The Department will continue monitoring services to address short, intermediate, and long term outcomes of strategies and activities implemented, including but not limited to:

- Number and reach of digital media efforts targeting the general population and populations experiencing tobacco-related disparities to prevent and reduce tobacco use and promote quitting, including use of quitline services.
- Number and reach of the digital-based technologies, such as online chat access and texting through the quitline's "My Life, My Quit" services, and the internet, including Google Analytics services that will provide number of participants who use these services.
- Number of Community Mental Health Centers that promote health systems changes such as how patients refer to tobacco treatment services, improvements made to electronic health records, and other clinical decision-supporting tools to support screening and treatment of tobacco use.

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

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

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

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

Should the Governor and Council not authorize this request, the contract will be inaccurate due to the decrease in available funding, resulting in potential financial liability to the Department.

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020, (Item #21), as amended on January 12, 2022, (Item #13), 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, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1.2. Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to decrease the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,395,970.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 52%, Federal funds from the Tobacco Prevention and Cessation Program, as awarded on June 21, 2020, by the Centers for Disease Control and Prevention, CDFA# 93.387, FAIN# NU58DP006786.
    - 1.2. 48% General funds.
4. Modify Exhibit C-3, Amendment #1, Budget by replacing it in its entirety with Exhibit C-3, Amendment #2, Budget, which is attached here to and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 31, 2023, or upon Governor and Council approval, whichever is later.

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

11/30/2022

Date

DocuSigned by:

Patricia M. Tilley

Name:

Title: Director

JSI Research & Training Institute, Inc.

11/22/2022

Date

DocuSigned by:

Katherine Robert

Name:

Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

11/30/2022

Date

DocuSigned by:  
*Robyn Garvino*

Name:

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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

**Contractor Name:** *JSI Research and Training Institute, Inc.*

*Community-Based Partnership for Comprehensive Tobacco*

**Budget Request for:** *Control*

**Budget Period** *July 1, 2022 - June 30, 2023*

**Indirect Cost Rate (if applicable)** *16.20%*

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match	TOTAL Program Cost
1. Salary & Wages	\$118,979	\$0	\$118,979
2. Fringe Benefits	\$55,801	\$0	\$55,801
3. Consultants	\$18,000	\$0	\$18,000
4. Equipment	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies Office	\$0	\$0	\$0
6. Travel	\$600	\$0	\$600
7. Software	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$13,000	\$0	\$13,000
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other - Other (please specify)			
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subcontracts	\$64,000	\$0	\$64,000
<b>Total Direct Costs</b>	<b>\$270,380</b>	<b>\$0</b>	<b>\$270,380</b>
<b>Total Indirect Costs</b>	<b>\$43,815</b>	<b>\$0</b>	<b>\$43,815</b>
<b>TOTAL</b>	<b>\$314,195</b>	<b>\$0</b>	<b>\$314,195</b>



# State of New Hampshire

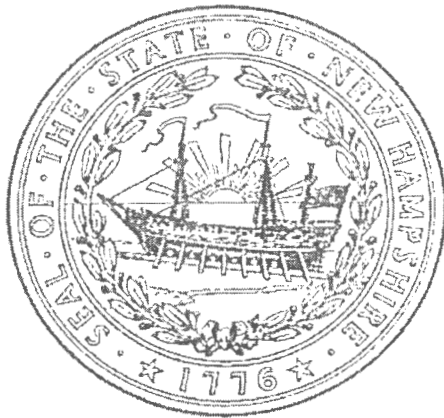
## Department of State

### CERTIFICATE

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

Business ID: **742096**

Certificate Number: **0005859541**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

# State of New Hampshire

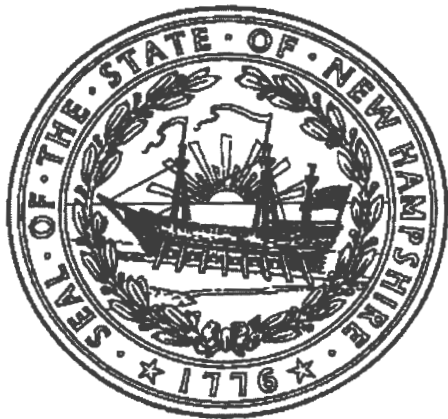
## Department of State

### CERTIFICATE

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

Business ID: 739507

Certificate Number: 0005859542



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, **Margaret M. Crotty**, of JSI Research & Training, Inc. hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **President & CEO of JSI Research & Training, Inc.**
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 18, 2022, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That **Katherine Robert as Director of the JSI Research & Training, Inc.** is duly authorized on behalf of **JSI Research & Training, Inc.** to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: Nov 29, 2022



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Signature of Elected Officer  
Name: **Margaret M. Crotty**  
Title: **President & CEO**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2022

**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).**

**PRODUCER**  
AHT Insurance, A Baldwin Risk Partner  
458 South Ave  
Whitman MA 02382

License#: CA#0658748  
JOHNSNO-01

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 800-648-4807 **FAX (A/C, No):** 781-447-7230  
**E-MAIL ADDRESS:**  
**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A:** Federal Insurance Company **20281**  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**INSURED**  
JSI Research & Training Institute, Inc.  
44 Farnsworth Street  
Boston MA 02210-1206

**COVERAGES** **CERTIFICATE NUMBER: 243128448** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35873320	9/9/2022	9/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73546634	9/9/2022	9/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79861066	9/9/2022	9/9/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	71733182	9/9/2022	9/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)

CERTIFICATE HOLDER	CANCELLATION
NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

## JSI Research and Training Institute Inc.

### Mission Statement

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

## Community Health Institute

### Mission Statement

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

Consolidated Financial Statements and  
Report of Independent Certified Public  
Accountants and Reports in  
Compliance with Uniform Guidance

JSI Research and Training Institute, Inc. and  
Affiliates

September 30, 2021

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**GRANT THORNTON LLP**

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Boston, MA 02109

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**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

Board of Directors  
JSI Research and Training Institute, Inc.

**Report on the financial statements**

**Opinion**

We have audited the consolidated financial statements of JSI Research and Training Institute, Inc. (a nonprofit organization) and affiliates (the "Entity"), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Entity as of September 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

We conducted our audit of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Entity and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of management for the financial statements**

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.



### **Auditor's responsibilities for the audit of the financial statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Supplementary information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling such information



directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

### **Other reporting required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2022 on our consideration of the Entity's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control over financial reporting and compliance.

*Grant Thornton LLP*

Boston, Massachusetts  
June 24, 2022

**JSI Research and Training Institute, Inc. and Affiliates**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**

September 30, 2021

**ASSETS**

**Current assets**

Cash and cash equivalents	\$ 96,415,811
Receivables for program work	44,323,084
Field advances - program	166,700
Employee advances	96,355
Inventory	85,451,482
Prepaid expenses	<u>2,356,305</u>

Total current assets 228,809,737

**Property and equipment, net**

2,722,747

**Other assets**

494,706

Total assets \$ 232,027,190

**LIABILITIES AND NET ASSETS**

**Current liabilities**

Accounts payable and payroll withholdings	\$ 77,042,213
Accrued vacation	2,128,990
Advances for program work	<u>86,189,016</u>

Total current liabilities 165,360,219

**Net assets**

Without donor restrictions	66,118,555
With donor restrictions	<u>548,416</u>

Total net assets 66,666,971

Total liabilities and net assets \$ 232,027,190

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

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

## CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2021

**NET ASSETS WITHOUT DONOR RESTRICTIONS**

## Support and revenue:

## Public support:

Global Fund	\$ 424,622,326
Government grants and contracts:	
U.S. Government	149,829,898
Commonwealth of Massachusetts	7,341,579
Other grants and contracts	69,804,737
Program income	96,124
Contributions	261,599
Net assets released from restriction	78,524
Gain on forgiveness of debt	1,074,400
In-kind project contributions	1,834,514
Other income	1,999
Interest income	97,932

Total support and revenue	655,043,632
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## Expenses:

## Program services:

International programs	580,625,338
Domestic programs	29,137,111

Total program services	609,762,449
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## Supporting services:

Management and general	34,127,773
Fundraising	1,080,428

Total supporting services	35,208,201
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## Other expenses:

Unallowable costs	345,188
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Total expenses	645,315,838
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Change in net assets without donor restrictions	9,727,794
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**NET ASSETS WITH DONOR RESTRICTIONS**

Contributions, net of net asset releases of \$78,524	229,766
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<b>CHANGES IN NET ASSETS</b>	9,957,560
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<b>Net assets at beginning of year</b>	56,709,411
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<b>Net assets at end of year</b>	\$ 66,666,971
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The accompanying notes are an integral part of this consolidated financial statement.

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

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year ended September 30, 2021

	Program Services			Supporting Services		
	International Programs	Domestic Programs	Total	Management and General	Fundraising	Total
Commodities	\$ 374,776,813	\$ -	\$ 374,776,813	\$ -	\$ -	\$ 374,776,813
Freight costs	34,169,444	-	34,169,444	-	-	34,169,444
Salaries	28,610,134	14,840,513	43,450,647	10,036,241	893,143	54,380,031
Consultants	16,418,084	7,634,972	24,053,056	2,125,852	30,687	26,209,595
Cooperating national salaries	38,458,259	273,800	38,732,059	395,260	-	39,127,319
Travel	3,609,187	187,076	3,796,263	39,083	-	3,835,346
Allowance and training	3,801,160	132,510	3,933,670	531,959	-	4,465,629
Subgrants	18,307,467	700,914	19,008,381	50,553	42,873	19,101,807
Subcontracts	25,529,700	3,313,466	28,843,166	-	-	28,843,166
Equipment, material and supplies	3,024,350	129,075	3,153,425	78,439	1,986	3,233,850
Other costs	30,461,762	1,924,785	32,386,547	20,054,427	111,739	52,552,713
Information technology	950	-	950	469,309	-	470,259
Non-commodity	1,606,244	-	1,606,244	-	-	1,606,244
Quality assurance	17,270	-	17,270	-	-	17,270
In-kind project expenses	1,834,514	-	1,834,514	-	-	1,834,514
Depreciation	-	-	-	346,650	-	346,650
Total expense	<u>\$ 580,625,338</u>	<u>\$ 29,137,111</u>	<u>\$ 609,762,449</u>	<u>\$ 34,127,773</u>	<u>\$ 1,080,428</u>	<u>\$ 644,970,650</u>

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

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

**CONSOLIDATED STATEMENT OF CASH FLOWS**

**Year ended September 30, 2021**

<b>Cash flows from operating activities:</b>	
Change in net assets	\$ 9,957,560
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Gain on forgiveness of debt	(1,074,400)
Loss on disposal of property and equipment	87,708
Depreciation	346,650
Changes in operating assets and liabilities:	
Increase in receivables for program work	(14,705,893)
Decrease in field advances - program	3,691,792
Increase in employee advances	(92,113)
Increase in prepaid expenses	(348,177)
Increase in other assets	(229,776)
Increase in inventory	(8,230,710)
Decrease in accounts payable and payroll withholdings	(10,600,522)
Decrease in accrued vacation	(84,561)
Increase in advances for program work	<u>36,330,138</u>
Net cash provided by operating activities	<u>15,047,696</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	15,047,696
<b>Cash and cash equivalents at beginning of year</b>	<u>81,368,115</u>
<b>Cash and cash equivalents at end of year</b>	<u><u>\$ 96,415,811</u></u>

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

**JSI Research and Training Institute, Inc. and Affiliates**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2021**

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

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

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

World Education, Inc. was founded in 1951 and incorporated in the state of New Jersey. Working in partnership with community, national, and international agencies in Asia, Africa, and the United States, it provides professional assistance in the design and implementation of non-formal adult education programs. These programs integrate functional education with relevant problem-solving aspects of individual growth and national development such as health, nutrition, family planning, childcare, refugee education, agricultural practices, literacy, and income generation. World Education, Inc.'s financial data is consolidated utilizing its fiscal year-end financial statements, as of and for the year ended June 30, 2021.

The Partnership for Supply Chain Management ("PfSCM") was incorporated on February 14, 2005, under the laws of Massachusetts. PfSCM began operations on October 1, 2005 as a non-profit organization established by JSI Research and Training Institute, Inc. and Management Sciences for Health, Inc. On October 11, 2018, Management Sciences for Health, Inc. discontinued their relationship with PfSCM and JSI Research and Training Institute, Inc. became the sole member of PfSCM.

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

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

***Principles of Consolidation***

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

***Basis of Accounting***

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

*Net Assets Without Donor Restrictions* - Net assets that are not subject to donor-imposed restrictions.

*Net Assets With Donor Restrictions* - Contributions, grants, and income whose use by the Organization has been limited by donors or grantors to a specific time period or purpose.



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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2021**

***Use of Estimates***

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

***Cash and Cash Equivalents***

The Organization considers all monies in banks and highly liquid investments with maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments. Total cash held in foreign accounts was \$3,461,909 at September 30, 2021.

***Property and Equipment***

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

***Recent Adopted Accounting Pronouncements***

In fiscal year 2021, the Organization adopted ASU 2014-09, *Revenue from Contracts with Customers*, which outlines a single comprehensive revenue model for entities to use in accounting for revenue arising from contracts with customers. The guidance supersedes most current revenue recognition guidance, including industry-specific guidance, and ensures that entities appropriately reflect the consideration to which they expect to be entitled in exchange for goods and services, by allocating transaction price to identified performance obligations, and recognizing that revenue as performance obligations are satisfied. The Organization applied the standard using the modified retrospective transition method resulting in a \$2,275,600 reduction of net assets without restrictions as of the adoption date (October 1, 2020).

As part of the adoption of the ASU, the Organization elected to use the following transition practical expedients: (i) completed contracts that begin and end in the same annual reporting period have not been restated; (ii) the Organization used the known transaction price for completed contracts; (iii) to exclude disclosures of transaction prices allocated to remaining performance obligations when the Organization expects to recognize such revenue for all periods prior to the date of initial application of the ASU; and (iv) the company has reflected the aggregate of all contract modifications that occurred prior to the date of initial application when identifying the satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price.

***Revenue Recognition***

***Grants and Contracts***

The majority of the Organization's revenues are derived from contracts, cooperative agreements, and grants with The Global Fund to Fight AIDS Tuberculosis and Malaria (the Global Fund), and U.S. government agencies, primarily USAID and the United States Department of Health and Human Services.

The Organization recognizes revenue from external organizations for services provided under exchange and non-exchange grants and contracts. Unconditional grants, contracts, and contributions are recognized as revenue in the period received in the appropriate net asset category, based on the existence or absence

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2021**

of donor imposed restrictions. If donor imposed restrictions are present, the associated revenue is reported as an increase in net assets with donor restrictions and are reclassified to net assets without donor restrictions when the restrictions are met. Grants and contracts revenues whose restrictions are met in the same reporting period are reported as net assets without donor restriction.

Revenues from non-exchange transactions may be subject to conditions in the form of both a barrier to entitlement and a refund of amounts paid (and a release from obligation to make future payments). The Organization recognizes revenue earned from conditional non-exchange grants and contracts as these conditions are satisfied. At September 30, 2021, the Organization had \$247,832,020 of conditional grants and contracts not recognized as revenue in the statements of activities.

Revenues from exchange transactions are recognized as the Organization satisfies performance obligations, which in some cases, mirrors the timing of when related costs are incurred. In the case of the procurement and delivery of commodities revenues are recognized upon receipt by the customer. As of September 30, 2021, the Organization has \$57,626,102 of deferred revenue related to exchange transactions which will be recognized as revenue upon completion of delivery of commodities and receipt by the customer. This deferred revenue is included within advances for program work in the accompanying statement of financial position.

***Donated Materials and Services***

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

***Income Taxes***

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

The Organization has evaluated its tax positions and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state. The Organization has filed all of its known and required returns in a timely manner including as permitted allowed extensions.

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

***Functional Allocation of Expenses***

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

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

September 30, 2021

***Foreign Currency Transactions***

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

***Receivables for Program Work***

Receivables for program work are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for doubtful accounts at September 30, 2021 was \$0. Included in receivables for program work is \$34,790,746 of amounts billed and \$9,532,337 of amounts unbilled.

***Recent Accounting Pronouncements***

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

**NOTE C - CONCENTRATION OF CREDIT RISK**

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

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

Property and equipment and accumulated depreciation account balances as of September 30, 2021:

	Cost	Accumulated Depreciation	Net
Furniture and equipment	\$ 592,816	\$ 583,779	\$ 9,037
Leasehold improvements	3,380,365	666,655	2,713,710
	<u>\$ 3,973,181</u>	<u>\$ 1,250,434</u>	<u>\$ 2,722,747</u>

Depreciation expense was \$346,650 for the year ended September 30, 2021.

**JSI Research and Training Institute, Inc. and Affiliates**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2021**

**NOTE E - ADVANCES FOR PROGRAM WORK**

Advances for program work consist of the following at September 30, 2021:

Other - non-governmental:	
Bill and Melinda Gates Foundation	\$ 19,139,937
Various donors	17,133,997
Global Fund	48,415,977
Doris Duke Charitable Foundation	<u>1,499,105</u>
	<u>\$ 86,189,016</u>

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

**NOTE F - DEBT**

***Citizens Bank***

World Education, Inc. has a revolving line of credit with a bank with a borrowing limit of up to \$500,000. The revolving line of credit was renewed on August 17, 2021. The loan is payable on demand. Interest is charged by utilizing a fluctuating rate based on the LIBOR (Advantage) rate plus 2.50%. The line of credit remains in effect until May 31, 2022 and annually thereafter is contingent upon performance. The loan is collateralized by a first priority interest in all the assets of World Education, Inc. No funds were borrowed during 2021 and as a result, as of September 30, 2021, the outstanding balance is \$0 and no interest was incurred on this loan during the year ended September 30, 2021.

***John Snow, Inc.***

World Education, Inc. has an unsecured revolving line of credit with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2019. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2022. The loan is not collateralized. No funds were borrowed during the year and as a result, as of June 30, 2021, the outstanding balance is \$0. No interest was incurred on this loan during the year ended June 30, 2021.

***Loan Payable - Paycheck Protection Act***

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

The Loan, which was in the form of a Note dated April 23, 2020, was scheduled to mature on April 23, 2022 and bore interest at a rate of 1.00% per annum, payable monthly commencing in February 2020. Under the terms of the PPP, the Loan was fully forgiven as of June 15, 2021, which is reflected as gain on forgiveness of debt in the accompanying statement of activities.

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**September 30, 2021**

**NOTE G - CONTINGENCIES**

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

JSI Research and Training Institute, Inc. is a co-borrower (with a related party) of a demand loan with no balance due at September 30, 2021.

Provisional indirect cost rates are negotiated with the AID on an annual basis. As of September 30, 2021, actual indirect cost rates have been approved by AID for JSI Research and Training Institute, Inc. through December 31, 2015 and World Education, Inc. through June 30, 2018. Based on favorable past experience, management believes the effects of changes to the overhead rates, if any, would not be material to the consolidated financial statements.

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

**NOTE H - NET ASSETS WITH DONOR RESTRICTIONS**

Donor restricted net assets of as of September 30, 2021 are restricted for use in specific programs and/or projects that are specified by the donor.

**NOTE I - RELATED PARTY TRANSACTIONS**

***John Snow, Inc.***

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

During the year ended September 30, 2021, JSI, Inc. billed R&T \$22,395,454 for consulting services (technical support). This amount is reflected under program services - consulting totaling \$18,511,741 and program services - other costs totaling \$3,888,435, on the consolidated statements of functional expenses. In addition, during the year end September 30, 2021, R&T performed consulting services (technical support) for JSI, Inc. totaling \$7,443,577.

As of September 30, 2021 the R&T was owed \$762,616 from JSI.

The two companies also share facilities and pool various overhead expenses. For the year ended September 30, 2021, R&T incurred \$26,151,534 of overhead expenses (supporting services), of which \$10,887,356 was its share of JSI, Inc. incurred costs.

R&T is a co-borrower with JSI, Inc. on a commercial demand loan-revolving line of credit with an expiration date of May 31, 2022, which allows for borrowings up to \$6,500,000. The loan is collateralized by a security agreement with a first position lien on all corporate assets of R&T and JSI, Inc. including assignment of promissory notes and security documents between the two companies. Interest is charged by utilizing a

**JSI Research and Training Institute, Inc. and Affiliates**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2021**

fluctuating rate based on LIBOR (Advantage) plus 2.00% payable monthly in arrears, which at September 30, 2021 was 2.09%. At September 30, 2021, there was no outstanding balance on this loan.

World Education, Inc. has an agreement with John Snow, Inc. whereby John Snow, Inc. will provide administrative and technical support as requested from time to time by WEI, on arms-length terms as agreed by WEI and JSI. Transactions between World Education, Inc. and John Snow, Inc. for the year ended September 30, 2021 are summarized as follows:

Administrative and technical support	\$ 1,671,428
Other direct charges (including rent of \$1,088,603)	<u>1,493,832</u>
	<u>\$ 3,165,260</u>

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

***Other***

The Organization has an agreement with a related company to purchase services. Transactions with this company were charged to sub-contracts expense and are as follows for the year ended September 30, 2021:

The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	<u>\$ 1,564,751</u>
	<u>\$ 1,564,751</u>

**NOTE J - RETIREMENT PLANS**

R&T has a defined contribution profit sharing/401(k) plan covering substantially all of its employees. R&T contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. In addition, employees receive a 100% match on the first 2% of contributions made to the plan. Employees who are contributing less than 2% of their pay to their retirement account are automatically enrolled at 2% either at the time of hire, or annually in July. Pension expense was \$2,656,279 for the year ended September 30, 2021.

WEI has a defined contribution tax sheltered annuity plan covering substantially all of its employees. WEI contributes an amount equal to 7% of the employee's monthly earnings, funded with each month's payroll. Additional voluntary contributions may be made by the employees. Participants of the plan are fully and immediately vested when contributions are made. Pension costs incurred by World Education, Inc. were \$392,399 for the year ended June 30, 2021.

**NOTE K - COMMITMENTS**

***Operating Leases***

The JSI Research and Training Institute, Inc. leases space for general offices under operating leases expiring from 2022 through 2026. The leases contain renewal options for periods of up to five years.

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

**September 30, 2021**

During the year ended September 30, 2021, rent expense under long-term lease obligations were \$622,797. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2021 are:

2022	\$ 450,718
2023	396,612
2024	155,324
2025	160,680
2026	<u>166,036</u>
	<u>\$ 1,329,370</u>

World Education, Inc. leases space for general offices on a year-to-year basis. Rent expense for the year ended June 30, 2021 was \$1,165,904.

**NOTE L - CONCENTRATION OF FUNDING**

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

The Organization received 10% or more of its revenues and support from the following sources for the year ended September 30, 2021:

	<u>Revenue</u>	<u>% of Total Income</u>
The Global Fund (PfSCM)	\$ 424,622,326	65%
U.S. Agency for International Development (R&T and WEI)	\$ 128,400,664	20%

The JSI Research and Training Institute, Inc. and World Education, Inc. received \$128,400,664 from U.S. Agency for International Development as of September 30, 2021, which represents approximately 55% of total income for those entities.

**NOTE M - LIQUIDITY AND AVAILABILITY OF RESOURCES**

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

**JSI Research and Training Institute, Inc. and Affiliates**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**September 30, 2021**

The following reflects the Organization's financial assets as of September 30, 2021, reduced by amounts not available for general use within one year due to contractual or donor-imposed restrictions.

Cash and cash equivalents	\$ 96,415,811
Receivables for program work	<u>44,323,084</u>
Total financial assets available within one year	140,738,895
Less contractually restricted and donor restricted assets	<u>86,737,432</u>
Total financial assets available to management for general expenditures within one year	<u>\$ 54,001,463</u>

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

**NOTE N - SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through June 24, 2022, the date on which the consolidated financial statements were available to be issued. On November 29, 2021, the CEO and Founder of John Snow, Inc. donated his ownership interest in John Snow, Inc. and its affiliates to the Organization. Accordingly the Organization became the sole shareholder of John Snow, Inc., as such, it will be included in the Organization's consolidated financial statements starting fiscal year 2022.



SUPPLEMENTARY INFORMATION

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses	
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT</b>					
<b>Direct Grant:</b>					
USAID Foreign Assistance for Programs Overseas:					
UGANDA NUMAT	617-A-00-06-00009-00	98.001	\$ (1,627)	\$ -	
NIGERIA TSHIP	620-A-00-09-00014-00	98.001	(16,757)	-	
SPRING	AID-OAA-A-11-00031	98.001	(14,812)	(14,812)	
Advancing Partners	AID-OAA-A-12-00047	98.001	(96,215)	(70,506)	
Live Learn & Play	AID-OAA-L-12-00003	98.001	(2,210)	-	
PAKISTAN HSSP	AID-391-A-13-00002	98.001	4,865	-	
AIDSFree	AID-OAA-A-14-00046	98.001	(78,270)	-	
TANZANIA CHSS	AID-621-A-14-000004	98.001	1,300	-	
ZambiaUSAIDDiscoverHealth	AID-611-A-1600004	98.001	22,422,542	324,779	
Timor-Leste RBHS	AID-472-A-16-00001	98.001	485,067	-	
Ghana HIV/AIDS	AID-641-A-16-00007	98.001	4,581,558	1,145,953	
Madagascar CCH	AID-687-A-16-00001	98.001	4,416,221	254,815	
Build Healthy Cities	AID-OAA-A-17-00028	98.001	1,164,732	483,923	
Pakistan IHSS-SD	AID-391-A-17-00002	98.001	10,000,606	1,590,485	
USAID Adv. Nutrition	7200AA18CA00070	98.001	21,724,218	9,703,057	
Partnerships Plus	7200AA18CA00032	98.001	2,560,072	2,465,053	
Kyrgyz Cure Tuberculosis	720115119CA00001	98.001	3,675,035	858,560	
TIFA TB	7200AA19CA00013	98.001	3,239,631	1,000,180	
OFDA CB PMC2	720FDA19GR00261	98.001	353,540	2,591	
MRITE	7200AA20CA00017	98.001	6,781,001	2,846,903	
CHISU	7200AA20CA00009	98.001	3,034,431	293,749	
USAID/Laos MCH-N Activity	72043921CA0001	98.001	10,378	-	
Total Direct Grants- USAID			84,245,306	20,884,736	
<b>Pass-through Grant:</b>					
USAID Foreign Assistance for Programs Overseas:					
Family Health Internatl	EpiC VMCC	CA#7200AA19CA00002	98.001	690,332	-
Family Health Internatl	EpiC Global	7200AA19CA00002	98.001	2,175,005	-
PRB	USAID PRB Momentum 2C	7200AA20CA00003	98.001	1,666,246	-
Heartland Alliance Int'l.	HAI Nigeria TMA II	72062020CA00001	98.001	57,831	-
Heartland Alliance Int'l.	HAI Nigeria TMA 2020/2021	72062020CA00001	98.001	410,264	-
John Snow Health Zambia	ZAM-Health Activity	720611121CA00001	98.001	256,426	-
NCBA CLUSA	Senegal FTF Cult Nut	72068518CA00001	98.001	298,067	-
PSCM	Global Fund PPM	N/A	98.001	3,020	-
PSCM	PSCM Clients	N/A	98.001	794,388	-
Palladium International	Data FI	7200AA19CA00004	98.001	1,806,776	-
Palladium International	IAPHL HP+Grant	AID-OAA-A-15-00051	98.001	32,686	-
Palladium International	HP+ IAPHL II	AID-OAA-A-15-00051	98.001	242,852	16,800
Pathfinder International	Ethiopia TRANSFORM	AID663A1700002	98.001	4,910,626	-
The Trustees of TUFTS Col	STOP Spillover	7200AA20CA00032	98.001	922,468	-
Total Pass-through Grants- USAID			14,266,987	16,800	
<b>U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT - Total</b>			<b>98,512,293</b>	<b>20,901,530</b>	
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>					
<b>Direct Grant:</b>					
Advancing System Improvements for Key Issues in Women's Health					
DHHS	Womens Health-NTC	ASTWH200090-01-00	93.088	2,275,441	220,000
DHHS	Womens Health-NTC	ASTWH200090-02-00	93.088	5,578	-
			2,281,019	220,000	
HIV-Related Training and Technical Assistance -					
HRSA	HIV Integrated Plng	U69HA30144	93.145	128,311	89,500
HRSA	HIV Integrated Plng	U69HA30144-04	93.145	165	-
HRSA	HIV Integrated Plng	U69HA30144-05	93.145	550,693	-
HRSA	RWHAP ACE Health Lit	U69HA30143	93.145	76,892	15,000
HRSA	Planning CHATT	U69HA39085	93.145	90,598	43,415
HRSA	Planning CHATT	U69HA39085-01	93.145	379,558	9,785
			1,226,217	157,700	
Family Planning Personnel Training -					
FPNTC-SDI		FPTPA006028-03	93.260	2,326	-
Title X-NTC		FPTPA006030	93.260	2,857,035	44,000
			2,859,361	44,000	

## JSI Research and Training Institute, Inc.

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses	
Health Systems Strengthening and HIV/AIDS Prevention, Care and Treatment -					
HRSA RRHO	UH5HA30789	93.266	192,142	-	
HRSA RRHO	UH5HA30789-03	93.266	(489)	-	
HRSA RRHO	UH5HA30789-04	93.266	578,503	-	
Teenage Pregnancy Prevention Program			770,156	-	
DHHS	TPP-NTC	1 TPSAH000006-01-00	93.297	1,302,843	-
DHHS	TPP-NTC	TPSAH000006-02-00	93.297	4,035	-
			1,306,878	-	
HIV Emergency Relief Project Grants:					
RWHAP ACE Health Lit	U69HA30143-04	93.914	(7,560)	(7,500)	
HIV Care Formula Grants:					
RWHAP ACE Health Lit	U69HA30143-05	93.917	275,175	38,000	
Special Projects of National Significance:					
SSC for PWH and OUD	U90HA33190-01	93.928	(651)	-	
SSC for PWH and OUD	U90HA33190-02	93.928	2,104,895	359,021	
SSC for PWH and OUD	U90HA33190-03	93.928	105,015	20,482	
			2,209,259	379,503	
			10,920,505	831,703	
Total Direct Grants- Department of Health and Human Services					
Pass-through Grant:					
Public Health Emergency Preparedness:					
NH DHHS	PHPS FY21	Agreement@7.09.20	93.069	87,793	-
Environmental Public Health and Emergency Response:					
MA DepL of Public Health	MDPH Asthma	RFR 500224	93.070	65,740	-
NH DHHS	PHPS19	Agreement@7.09.20	93.070	(400)	-
NH DHHS	PHPS FY21	Agreement@7.09.20	93.070	68,115	40,520
			133,455	40,520	
Technical and Non-Financial Assistance to Health Centers:					
HRSA	HITEQ	U30CS29366	93.129	80,258	149,133
HRSA	HITEQ	U30CS29366-06	93.129	651,262	30,815
HRSA	HITEQ	U30CS29366	93.129	63,218	-
HRSA	HRSA HITEQ ARP	U3FCS41776	93.129	13,950	3,906
Comm Hlth Ctr CT	CHCACT Training FY21	Agreement@9.15.20	93.129	591	-
Comm Hlth Ctr CT	CHCACT UDS	Agreement@9.14.21	93.129	663	-
			809,942	183,854	
Cooperative Agreements to States/Territories for the Coordination and Development of Primary Care Offices:					
State of Maine	ME DHHS HPSA FY20	CD0-20-2215	93.130	32,500	-
Wyoming DepL of Health	WY PCO FY 20	ORH-0212-D	93.130	39,986	-
RI Dept. of Health	RI EPI FY21-26	7607811	93.130	4,996	-
			77,482	-	
Injury Prevention and Control Research and State and Community Based Programs -					
RI Dept. of Health	RI EPI FY21-26	7607811	93.136	59,480	-
Community Programs to Improve Minority Health Grant Program -					
Boston Medical Center	Project RECOVER Eval	N/A	93.137	28,384	-
HIV-Related Training and Technical Assistance:					
National Alliance of Stat	NASTAD EHE SCP Sub	2020-CO-326401-657	93.145	82,327	-
National Minority AIDS Co	ELEVATE	U69HA39335	93.145	60,715	-
			143,042	-	
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children*:					
NH DHHS	PHPS FY21	Agreement@7.09.20	93.197	38,988	-
NH DHHS	PHPS FY22	Agreement@7.10.21	93.197	164,207	-
			203,195	-	
Family Planning Services:					
MA Dept. of Public Health	MDPH FP Data Sys	1 FPHPA006425-01-00	93.217	48,569	45,445
NH DHHS	NH FP Data System FY18	05-95-90-902010-5530	93.217	3,642	2,625
NY Dept of Health	NYS FP Training	DOH01-C33229GG-34500	93.217	253,232	-
Mississippi State Dept of Health	MSDH FP Needs Assessment	FPHA006475-02-00	93.217	96,242	-
			401,685	48,070	
Grants to States to Support Oral Health Workforce Activities -					
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.236	194,546	70,600
NH DHHS	PHPS FY21	Agreement@7.09.20	93.236	29,874	-
			224,420	70,600	
Substance Abuse and Mental Health Services Projects of Regional and National Significance:					

## JSI Research and Training Institute, Inc.

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses	
Action/Boston Comm Devel	ABCD HIV/SA Eval	Agreement@1.11.19	93.243	24,518	-
NH DHHS	BDAS Center SFY19	92058501	93.243	622,631	-
South End Community	SECHC Opioids	Agreement@10.15.18	93.243	57,228	-
Signature Healthcare	Brockton OBAT	Agreement@10/1/18	93.243	47,104	-
University of NH	SYT TA- UNH Subaward	1H79TI080192-01	93.243	9,121	-
RI Dept of Bev Hlthcr Dev	PFS FY20	3629405	93.243	27,134	-
Harbor Homes, Inc	Harbor Homes TCE MUD	Agreement@11.21.19	93.243	25,304	-
Tri-County Community	RI Host Campaign 1	Agreement@5.26.20	93.243	22,850	-
Woonsocket Prevention	RI Host Campaign 2	Agreement@6.05.20	93.243	1,064	-
Kent County Prevention	RI Host Campaign 4	Agreement@5.19.20	93.243	272	-
East Bay Regional	RI Host Campaign 5	Agreement@5.14.20	93.243	10,089	-
Newport County Prevention	RI Host Campaign 6	Agreement@5.14.20	93.243	4,732	-
South County Prevention	RI Host Campaign 7	Agreement@5.19.20	93.243	4,998	-
RICARES	RICARES RCSP Evaluation	Agreement@3.4.21	93.243	9,643	-
Rhode Island Student	RISAS RI Suicide Prvntion	Agreement@8.4.21	93.243	2,854	-
Harbor Homes, Inc	Harbor Homes GBHI	Agreement@12.4.18	93.243	43,019	-
				\$12,581	-
Immunization Cooperative Agreements:					
MA Dept. of Public Health	High Risk Adult Imm	CAPACITYBLD500824M04	93.268	21,643	-
MA Dept. of Public Health	MIS Support Desk	PRF61	93.268	383,701	-
NH DHHS	PHPS FY21	Agreement@7.09.20	93.268	41,479	29,623
NH DHHS	PHPS FY21	Agreement@7.09.20	93.268	18,415	-
NH DHHS	PHPS FY22	Agreement@7.10.21	93.268	18,243	5,146
				483,481	34,769
Drug-Free Communities Support Program Grants -					
Boys & Girls Club of South	Souhegan Valley Eval	N/A	93.276	6,293	-
East Boston Neighborhood	E Boston Vape & MJ Prev 1	Agreement@8.4.20	93.276	15,339	-
				21,632	-
Child Development and, Surveillance, Research and Prevention -					
Aroostook County Action	MEJVN	Agreement@7.23.18	93.312	16,071	-
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC):					
MA Dept. of Public Health	MDPH HAI FY20	500824	93.323	152,410	-
MA Dept. of Public Health	MA DPH Covid Dash Support	PRF61	93.323	125,696	-
NH DHHS	SORH NH Project Firstline	Agreement@12.1.20	93.323	114,966	-
NH DHHS	PHPS FY22	Agreement@7.10.21	93.323	122,443	-
				515,515	-
National and State Tobacco Control Program					
NH DHHS	SORH - Com Based Tob Prev	Agreement@11.5.20	93.387	166,109	13,400
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response:					
NH DHHS	PHPS FY21	Agreement@7.09.20	93.354	628,685	-
21st Century Cures Act - Precision Medicine Initiative -					
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.366	66,822	8,009
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke:					
CT Dept of Public Health	CT Chronic Disease	#2020-0021	93.426	312,253	40,204
GA Dept Public Health	GA DPH CHW Network Dev	40500-031-21213493	93.426	16,639	-
MA Dept. of Public Health	MDPH Diabetes 3	PFR 500224	93.426	28,260	-
NH DHHS	Chronic Conditions	Multiple- see notes	93.426	53,514	11,660
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93.426	108,812	-
State of Maine	ME Prediabetes Marketing	1 NU58DP006545-04	93.426	90,227	-
				609,705	51,864
Every Student Succeeds Act/Preschool Development Grants					
School Administrative Uni	SAU21 PDG		93.434	7,975	-
United Way of Mass Bay	UWGSNA	2849	93.434	54,445	-
				62,420	-
Innovative State and Local Public Health Strategies to prevent and Manage Diabetes and Heart Disease and Stroke:					
MA Dept. of Public Health	MDPH Diabetes	RFR 560224	93.435	68,518	-
Colorado DPH	Strategic Planning		93.435	1,484	-
				70,002	-
WELL-INTEGRATED SCREENING AND EVALUATION FOR WOMEN ACROSS THE NATION (WISEWOMAN)					
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93.436	35,035	-

JSI Research and Training Institute, Inc.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses	
Substance Use-Disorder Prevention that Promotes Opioid Recovery and Treatment (SUPPORIT) for Patients and Communities Act - RI and Providence Plantat	RIOLAS Career Pathways	3005020-1	99,064	156,854	75,900
PPHF- Racial and Ethnic Approaches to Community Health Program financed solely by Public Prevention and Health Funds Lowell Community Health	LoWell REACH		99,738	59,097	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF): Missouri Dept of Hlth & Sn RI Dept. of Health	BCBH FY21 RIEPI 2016	CS202519001 7540764	99,753 99,758	49,036 41,678	- -
				87,714	-
Opioid STR MA Dept. of Public Health NH Alcohol & Drug Abuse RI Dept. of Behavioral Dev	SOR and CDC Grant NHADA NH Substance S... RI WFO SGR FY20	PRF61 E043-21-2, -SQR N/A	99,783 99,788 99,788	363,247 43,285 (1,863)	- - -
				404,664	-
Paul Coverdell National Acute Stroke Program National Center for Clinical Disease Prevention and Health Promotion - MA Dept. of Public Health MA Dept. of Public Health	Coverdell Chart FY21 Stroke Chart FY21	PRF61 PRF61	99,810 99,810	35,597 6	- -
				35,593	-
Capacity Building Assistance (CBA) for High-Impact HIV Prevention CICATELLI ASSOCIATES, INC CICATELLI ASSOCIATES, INC	CDC HIV Training CALPROMISE MINI TRAINING		99,834 99,834	62,658 3,857	- -
		AGREEMENT 4.6.21		66,549	-
Maternal, Infant and Early Childhood Home Visiting Grant NH DHHS	PHPS FY22	Agreement 4.7.19.21	99,870	46,928	-
National Bioterrorism Hospital Preparedness Program NH DHHS NH DHHS VT Department of Health	PHPS FY21 PHPS FY22 2020 VT CSC	Agreement 4.7.19.20 Agreement 4.10.21 29764	99,889 99,889 99,889	940 4,159 24,545	- - -
				29,653	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations MA Dept. of Public Health NH DHHS NH DHHS NH DHHS NH DHHS University of Vermont	Prostate Cancer Disparity Oral Health Promo Chronic Conditions SORH Chronic Conditions LVMSC Pilot Evaluation	500224 05-95-9C-002010-45270001 Multiple - see notes Agreement 4.5.21 Agreement 4.27.21	99,898 99,898 99,898 99,898 99,898	32,677 5,690 33,838 21,618 2,979	- - - - -
				96,752	-
HIV Care Formula Grants: MA Dept. of Public Health MA Dept. of Public Health	Policy Dev Eval CI FY 17 HIV OA	CAPACITY BUILD 00824M04 PRF61	99,917 99,917	270,158 1,359,370	- 376,037
				1,629,528	376,037
Special Projects of National Significance National Alliance of State	NASTAD - TAVIC Eval Proj	N/A	99,928	30,419	24,935
Native Hawaiian Health Care Systems University of NH	Building Futures Together	T26HP3462	99,932	25,475	-
HIV Prevent or Activities Health Department Based NH DHHS MA Dept. of Public Health NH DHHS	PHPS FY22 FY 17 HIV OA PHPS FY21	Agreement 4.7.19.21 PRF61 Agreement 4.7.19.20	99,940 99,940 99,940	18,044 15,256 89,047	- - -
				122,347	-
Assistance Programs for Chronic Disease Prevention and Control NH DHHS NH DHHS	Chronic Conditions SORH Chronic Conditions	Multiple- see notes Agreement 4.5.21	99,945 99,945	29,419 5,775	11,600 -
				31,194	11,600
Block Grants for Prevention and Treatment of Substance Abuse  RI Department of Behavioral Healthcare Development Disabilities and Hospitals	RIPRC II	3534294	99,959	310,610	-
Sexually Transmitted Diseases (STD) Prevention and Control Grants - MA Dept. of Public Health	MDPH Ratelle	PRF61	99,977	13,551	-
Preventive Health and Health Services Block Grant: Missouri Dept of Hlth & Sn NH D-HHS	BCBH FY21 Oral Health Promo	CS202519001 05-95-9C-002010-45270000	99,991 99,991	15,489 656,250	- 585,377
				671,739	585,377

## JSI Research and Training Institute, Inc.

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended September 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Agency or Pass-through Number	Federal Assistance Listings #	Federal Expenditures	Total Subcontract Expenses
<b>Maternal and Child Health Services Block Grant to the States</b>				
RI Dept. of Health	RI EPI FY21-20	7607811	93,994	56,767
NH DHHS	PHPS FY21	Agreement 07.09.20	93,994	54,693
University of NH	S-Apl	Subaward L0033	93,994	21,312
			<u>132,682</u>	<u>-</u>
	Total Pass-through Grants- Department of Health and Human Services		<u>9,708,271</u>	<u>1,525,093</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - Total</b>			<b><u>20,628,776</u></b>	<b><u>2,356,801</u></b>
<b>ENVIRONMENTAL PROTECTION AGENCY</b>				
TSCA Title II State Lead Grants Certification of Lead-Based Paint Professionals				
NH DHHS	PHPS FY21	Agreement 07.09.20	67,717	68,397
NH DHHS	PHPS FY22	Agreement 07.13.21	66,727	19,473
			<u>65,870</u>	<u>30,835</u>
<b>ENVIRONMENTAL PROTECTION AGENCY - Total</b>			<b><u>85,870</u></b>	<b><u>30,835</u></b>
<b>SNAP CLUSTER</b>				
<b>Pass-through Grant:</b>				
Community Food Projects Springfield Community	SCCHFP	Agreement 07.10.20	10,125	20,180
<b>SNAP CLUSTER - Total</b>			<b><u>20,180</u></b>	<b><u>-</u></b>
<b>U.S. DEPARTMENT OF HOMELAND SECURITY</b>				
<b>Direct Grant:</b>				
Boating Safety Financial Assistance U.S. Coast Guard	Life Jacket Study	3319FA1110011	97,012	278,316
<b>U.S. DEPARTMENT OF HOMELAND SECURITY - Total</b>			<b><u>278,316</u></b>	<b><u>16,080</u></b>
<b>U.S. DEPARTMENT OF EDUCATION</b>				
<b>Pass-through Grant:</b>				
Education Stabilization Fund				
National Community Health Hampton University	NCHP Arizona HEALTH UNIT - A.A. Conklyn	Agreement 07.09.21	84,425	23,154
			<u>84,425</u>	<u>147,192</u>
<b>U.S. DEPARTMENT OF EDUCATION- Total</b>			<b><u>170,346</u></b>	<b><u>-</u></b>
<b>U.S. DEPARTMENT OF STATE</b>				
<b>Direct Grant:</b>				
The U.S. President's Emergency Plan for AIDS Relief Programs - U.S. State Department	DREA/VS OGAC	S-LVAQV-10-CA-1103	19,029	(80,935)
<b>U.S. DEPARTMENT OF STATE - Total</b>			<b><u>(80,935)</u></b>	<b><u>(83,413)</u></b>
<b>U.S. DEPARTMENT OF TRANSPORTATION</b>				
<b>Pass-through Grant:</b>				
State and Community Highway Safety-				
RI Department of	RIDOT-PREVCOR	3695356	20,600	15,404
<b>Office of International Science and Engineering- total</b>			<b><u>15,404</u></b>	<b><u>-</u></b>
<b>Total Expenditures of Federal Awards</b>			<b><u>\$ 119,630,250</u></b>	<b><u>\$ 23,221,830</u></b>

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

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**September 30, 2021**

**NOTE 1 - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of JSI Research and Training Institute, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of JSI Research and Training Institute, Inc.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Negative amounts shown on the Schedule represent adjustments or credits, which management has determined are not material to the Schedule nor the program to which they relate, made in the normal course of business to amounts reported as expenditures in prior years. Accordingly, such adjustments are presented on a current basis.
- (3) Federal Assistance Listing numbers and pass-through entity identifying numbers are presented when available.

**NOTE 3 - INDIRECT COST RATE**

JSI Research and Training Institute, Inc. has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



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**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS  
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS REQUIRED BY GOVERNMENT  
AUDITING STANDARDS**

Board of Directors  
JSI Research and Training Institute, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the consolidated financial statements of JSI Research and Training Institute, Inc. and subsidiaries (the "Entity"), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 24, 2022.

**Report on internal control over financial reporting**

In planning and performing our audit of the consolidated financial statements, we considered the Entity's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.





**Report on compliance and other matters**

As part of obtaining reasonable assurance about whether the Entity's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

*Grant Thornton LLP*

Boston, Massachusetts  
June 24, 2022



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
JSI Research and Training Institute, Inc.

**Report on compliance for each major federal program**

**Opinion on each major federal program**

We have audited the compliance of JSI Research and Training Institute, Inc. and subsidiaries (the "Entity") with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget's *OMB Compliance Supplement* that could have a direct and material effect on each of the Entity's major federal programs for the year ended September 30, 2021. The Entity's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Entity complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

**Basis for opinion on each major federal program**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (US GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Entity and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Entity's compliance with the compliance requirements referred to above.

**Other matter – federal expenditures not included in the compliance audit**

The Entity's consolidated financial statements include the operations World Education, Inc. ("WEI"), which expended \$29,799,901 in federal awards for the period from July 1, 2020 to June 30, 2021, that is not included in the Entity's schedule of expenditures of federal awards during the year ended September 30, 2021. Our compliance audit, described in the Opinion on Each Major Federal Program section of



our report, does not include the operations of WEI because WEI was subjected to a separate audit of its compliance with the types of compliance requirements described in the *OMB Compliance Supplement* for the period from July 1, 2020 to June 30, 2021.

**Responsibilities of management for compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Entity's federal programs.

**Auditor's responsibilities for the audit of compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Entity's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Entity's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Entity's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.



## Report on internal control over compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in the Entity's internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this Report on Internal Control Over Compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Grant Thornton LLP*

Boston, Massachusetts  
June 24, 2022

**JSI Research and Training Institute, Inc. and Affiliate**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**September 30, 2021**

**SECTION I - SUMMARY OF AUDITORS' RESULTS:**

***Financial Statements***

The type of report issued on whether the financial statements audited were prepared in accordance with U.S. GAAP Unmodified

Internal control over financial reporting:

- Material weaknesses identified? No
- Significant deficiency(ies) identified? None noted
- Noncompliance material to the financial statements noted? No

***Federal Awards***

Internal control over major programs:

- Material weaknesses identified? No
- Significant deficiency(ies) identified? None noted

Type of auditors' report issued on compliance for major programs Unmodified

Any audit findings which are required to be reported under 2 CFR section 200.51(a): No

Identification of major programs:

<u>Federal Assistance Listings Number</u>	<u>Name of Federal Program</u>
98.001	Foreign Assistance for Programs Overseas

Dollar threshold used to distinguish between Type A and Type B programs: \$3,000,000

Auditee qualified as low risk auditee? No

**JSI Research and Training Institute, Inc. and Affiliate**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS - CONTINUED**  
**September 30, 2021**

**SECTION II - FINANCIAL STATEMENT FINDINGS**

None noted.

**SECTION III - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS**

None noted.

**JSI Research and Training Institute, Inc. and Affiliate**  
**STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS**  
**September 30, 2021**

<b>Finding Number</b>	<b>Finding Summary</b>	<b>Status</b>
2020-001	Certain Partnership for Supply Chain Management accounts receivable and deferred revenue amounts were improperly recorded in the fiscal year 2020 financial statements, prior to being identified and adjusted as part of the audit process.	Management has implemented processes and controls such that this finding did not reoccur in 2021.



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

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Sloan School of Management at MIT

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

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



# CHRISTIN H. D'OVIDIO

healthcommunication.jsi.com

## EDUCATION

YALE SCHOOL OF PUBLIC HEALTH

*Climate Change and Health Certificate, 2020*

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

*Certificate Degree, MBA Essentials, 2020*

UNIVERSITY OF SOUTH FLORIDA

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

NEW SCHOOL FOR SOCIAL RESEARCH, NYC

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

## CERTIFICATIONS

CERTIFIED COMMUNICATOR IN PUBLIC HEALTH (CCPH)

*National Public Health Information Coalition, 2015- current*

## EXPERIENCE

**JSI Research and Training Institute, Inc., Northern New England**

*Senior Marketing and Communications Project Director, 2016-present*

At JSI I have lead and supported multiple dynamic teams of talented and dedicated staff who all reach towards the goal of ensuring health equity across diverse populations and continents.

### **National Healthy Start Branding and Communications Team Member (2016-2017)**

Served as branding and communications team lead to provide capacity building assistance and technical instruction in media and marketing to approximately 100 Healthy Start grantees, to ensure program effectiveness in achieving the goals of reducing infant mortality, reducing health disparities and improving perinatal health outcomes. Included TA to grantees for: communication and marketing training, marketing plan development, and social media guidance. This project reported to the Maternal and Child Health Bureau, Division of Healthy Start and Perinatal Services, Washington, DC.

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

Project Director: Oversee a team of five to develop and implement a middle and high school youth training in marketing research and strategy create and execute a vaping cessation campaign for the East Boston community of at-risk youth. This project implements a youth-training model co-developed by myself, and JSI team members, and combines our years of market research regarding youth and youth vaping formative research to create a cessation campaign with the youth as well as the incorporation of: participatory design, virtual training, youth engagement, and brand ambassadors (or micro-influencers).

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

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

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

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

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

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

marketing, campaign development, production, podcast and Facebook live promotion.

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

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

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

Project Director, Creative Director: Oversee a team of six, conducting formative research around knowledge, attitudes and beliefs relative to substance use via peer crowd group segmentation in NH young adults including: literature review, online survey, focus groups (live and virtual) and digital a/b testing. Creative development includes video production, digital campaign development, market research, and influencer marketing. Three campaigns have been developed for priority market segments. *Binge-Free 603* received the *2018 Berreth Gold Award - for Excellence in Health Marketing* from the National Public Health Information Coalition.

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

*Adjunct Professor, 2016-present*

**State of New Hampshire, Department of Health and Human Services, Concord, New Hampshire**

*Marketing and Media Specialist (Tobacco Prevention & Cessation, Asthma Control, Oral Health, Coordinated Chronic Disease), 2008-2016*

**Salmon Press Newspaper Group, Meredith, New Hampshire**

*Classifieds Manager, 2007 - 2008*

**Theatrical Public Relations and Production, New York City**

*Producer, Head of Marketing, Media Relations and Advertising, 2000 - 2005*

### **PUBLICATIONS**

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

### **ORAL PRESENTATIONS**

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

### **HONORS AND AWARDS**

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

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

Society for Health Communication, Founding Member; International Social Marketing Association; National Public Health Information Coalition, Member & Certifier; New Hampshire Public Health Association.

# HEATHER BRACK

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## EDUCATION

MASSACHUSETTS COLLEGE OF ART AND DESIGN, BOSTON, MASSACHUSETTS  
*Graphic Design, Interaction Design, and Computer Arts coursework*

SMITH COLLEGE, NORTHAMPTON, MASSACHUSETTS  
*B.A. Biological Sciences & Spanish Language and Literature, 2000*

## EXPERIENCE

**JSI**, Boston, Massachusetts

*UX Designer/ Web Developer, 2019 – present*

*Web Developer, 2014 – 2019*

*Assistant Webmaster, 2010 – 2014*

*Web Specialist, 2006 – 2009*

Designs and develops websites and email marketing campaigns. Advises UX design and content strategy. Creates visual content for websites and social media channels. Provides direct technical assistance and training on content management, reporting and content strategy. Builds analytics reporting dashboards and provides for reporting and analysis TA.

*Selected projects:*

### **Electronic Nicotine Delivery Systems (ENDS) Awareness Campaign: Save Your Breath**

Designed and developed [saveyourbreathnh.org](http://saveyourbreathnh.org), to support *Save Your Breath*, the social marketing campaign to raise awareness about the harms of vaping among New Hampshire youth. Website serves as a resource hub for Role included: Creating Google analytics custom reports and dashboards, direct TA for reporting and analysis, Google Ads campaigns, wireframing, mockups and UX advising.

### **Prevent Suicide Rhode Island**

Designed [preventsuicideri.org](http://preventsuicideri.org), to raise awareness about suicide prevention and serve as a suicide prevention training and resources hub for Rhode Islanders. Role included: Creating website logo & branding, moodboards, wireframing, mockups, virtual graphic collaboration, content strategy and UX advising.

### **Personal & Workplace Success Skills Library**

Designed [skills.worlded.org](http://skills.worlded.org) to function as a curated resource collection and guide the integration of the skills into curriculum & instruction, advising, assessment, and program design. The audience spans adult and higher education, workforce development, and career and technical education programs serving adult and older youth learners and workers. Role included: Creating Google analytics custom reports and dashboards, direct TA for reporting and analysis, Google Ads campaigns, wireframing, mockups and UX advising.

### **Rhode Island Student Assistance Services (RISAS)**

Redesigned [risas.org](http://risas.org), to showcase how RISAS provides school and community-based substance use prevention and mental health services to RI youth. The website integrates and features RISAS' social media content, podcast series, and training resources. RISAS provides a range of evidence-based programs designed to prevent substance use and promote mental health in youth regardless of income level, cultural context or immigration status.

### **Maternal Alcohol and Marijuana Awareness (MAMA) and Prevention Campaign**

Re-designed [todayisfor.me](http://todayisfor.me) to support a multi-media social marketing campaign with the goal of reducing the use of alcohol and marijuana among women of reproductive age and increasing guideline adherence by healthcare providers serving women planning or experiencing a pregnancy. Role also included: Co-facilitating moderated user testing, analysis of findings, and implementation of UX recommendations.



### **New Hampshire Lyme Disease Prevention Campaign**

Designed and developed [tickfreenh.org](http://tickfreenh.org) for a grassroots and marketing campaign to reduce tick encounters and cases of Lyme disease in NH. Role included: Creation of e-commerce storefront and visual assets; integration of social media and video content. The campaign was awarded the *Berreth Award - Bronze Medal in Corporate Health Marketing*, National Public Health Information Coalition (2017).

**World Education**, Boston, Massachusetts

*SABES Data & Publications Coordinator/Web Designer, 2005 – 2006*

Maintained several project web sites and collaborated on the development of new sites. Created training materials and trained new staff in Hotline support and database management. Project role also included: conducting outreach and marketing campaigns, providing bilingual Spanish support for the MA Adult Literacy Hotline, database management, managing layout and print production for quarterly newsletter.

### **TECHNICAL SKILLS**

*Web* - web design & development, responsive design, Google Analytics, analytics reporting, CMS, WordPress, SEO, CSS, e-commerce, Google Ads, web mapping, e-learning (Lectora, WPCourseware, Articulate Rise), IA, online communities of practice, multimedia, Premiere Pro, a11y, MySQL, Section 508, software release management (Android mobile apps) and QA testing

*Design & marketing* - UX/UI design, user journey mapping, wireframing, storyboarding, content strategy, Sketch, Balsamiq, Zeplin, usability, Adobe Creative Suite (Photoshop, Illustrator, InDesign), social media, email marketing campaigns & newsletters (MailChimp, Campaign Monitor, Constant Contact), SurveyMonkey, needs assessment

*Collaboration* – Slack, Miro, Mural, Jira, Confluence, Asana, Google Apps for Business, MS Office suite, Snagit, Zoom, UberConference, Skype, WebEx

### **LANGUAGES**

English – Fluent, Spanish – Advanced proficiency, HTML, PHP, Javascript

### **PROFESSIONAL ORGANIZATIONS & CERTIFICATIONS**

User Experience Professionals' Association, UXPA Boston – Member; AIGA, Boston – Member; Google Analytics Individual Qualification (GAIQ) certification; Nielsen Norman Group User Experience Certificate.

### **ADDITIONAL EDUCATION & TRAINING**

Training: Facing Addiction in America: Tutorial on the Surgeon General's Report on Alcohol, Drugs, and Health by Addiction Technology Transfer Center Network | August, 2020

Training: Foundations of Equity, Diversity, and Inclusion by CommonHealth ACTION | July 2021



## MARTHA BRADLEY, MS

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### EDUCATION

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

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

### EXPERIENCE

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

*Project Manager, December 2002 to present*

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

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

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

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

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

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

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

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

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

**NH Opioid Awareness Media Campaign: *Anyone.Anytime.NH*<sup>TM</sup>, August 2015 – September 2015**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## PRESENTATIONS

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

## OTHER EDUCATION

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



# AMY MOFFETT

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## EDUCATION

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

## EXPERIENCE

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

### **Oral Health Promotion Partner**

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

### **New Hampshire Chronic Conditions**

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

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

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

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

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

### **Climate and Health**

CHI is contracted with the New Hampshire Department of Health and Human Services to assist in the implementation of new climate health adaptation programs, providing logistical support to assist in the facilitation of workgroup meetings for the Climate and Health Advisory Council. CHI will also assist in the development and implementation of train-the-trainer programs centered around tick-safe practices by leveraging educational materials from the Tick-Free NH, Department of Public Health Services and CDC initiatives and utilizing best practices for adult learning. Finally, CHI will be responsible for overseeing subcontracts with Antioch University New England as they provide technical assistance to local communities to develop evidence-based public health plans and interventions centered around



changing climate conditions. The culmination of this work will be the creation of a white paper by Antioch on the subject of measuring community resilience to natural disasters.

**NH Healthy Homes Lead Prevention Program**

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

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

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

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

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

**CERTIFICATIONS**

Certified Scrum Master (CSM)

**TRAININGS**

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

**COMPUTER SKILLS**

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

**COMMUNICATION SKILLS**

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

**VOLUNTEER SERVICE**

*In Our Own Voice* speaker – NAMI-NH





# JULIANNE BATTISTA

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## EDUCATION

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

## EXPERIENCE

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

**My Life My Quit NH. State of New Hampshire**

*Digital Strategist, September 2021 to Present*

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

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

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

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

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

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

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

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

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

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

## OTHER EXPERIENCE

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

*Influencer Marketing Manager, November 2019 to February 2020*

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

**JT Graphics**, Thornwood, New York

*Graphic Designer, June 2019 to November 2019*

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

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

*Graphic Designer, June 2019 to November 2019*

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

**SKILLS**

**Illustrator**

**Premiere**

**Photoshop**

**InDesign**

**AfterEffects**

**Social Media**

**YouTube**

# CHRISTINA CURELL, MPH

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## EDUCATION

COLUMBIA UNIVERSITY MAILMAN SCHOOL OF PUBLIC HEALTH  
*Master of Public Health, Health Promotion, Research & Practice*

MICHIGAN STATE UNIVERSITY  
*Bachelor of Arts, Psychology; Additional Major: International Development*

## EXPERIENCE

**JSI Research & Training Institute**, Bow, New Hampshire (remote)  
*Health Communications Consultant, September 2022-Present*

**The Partnership (@drugfreeNH (September 2022–present))**

Health Communications Consultant: The Partnership is a public-private collaboration between NH DHHS, the NH Governor's Commission on Alcohol & Other Drugs, the NH Charitable Foundation, the Center for Excellence on Addiction, and JSI Northern New England. The goal of The Partnership is to share scientific evidence about prevention and substance misuse, and create a space for individuals to find answers and solutions to deal with substance use disorders. Work includes strategic communications, digital marketing, social marketing, and web development related to alcohol harm-reduction with young adults (Binge-Free 603, Sober Curious, and Take A Break NH), as well as substance-use prevention for people who are, or may become, pregnant (Today Is For Me).

**ENDS/Vaping Prevention Social Marketing for Middle and High School Youth (September 2022–present)**

Health Communications Consultant; transitioning to Project Manager: Save Your Breath and My Life, My Quit campaigns web development and execution for vaping prevention school aged youth found most at-risk. The project includes: strong community and partner collaboration, audience research marketing, campaign development, content production, reporting.

**OPTIONS Maine (September 2022-present)**

Health Communications Consultant; Project Manager: OPTIONS Maine is a communications project focused on harm-reduction, resource sharing and behavior change

**Parents Against Vaping e-cigarettes (PAVe)** New York, NY  
*Educational Programs Director; Director, Vapes Are Trash Campaign*

**Freelance Health Promotion and Health Communications Consultant** New York, NY  
*(2019-2022)*

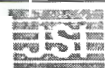
**Vital Strategies** New York, NY  
*Communications Associate 2014-2019)*

## PUBLICATIONS/PRESENTATIONS (GARAMOND, SMALL CAPS, 13, BOLD)

*The Tobacco Atlas*, 5<sup>th</sup> Edition, 2015; 6<sup>th</sup> Edition, 2018  
*WHO Report on the Global Tobacco Epidemic*, 2015, 2017, 2019  
*Fool Me Twice: an NCD Advocacy Report* (2017)  
*Quit Big Tobacco: Taking on Big Industry Through their Friends in Advertising and PR* (2019)

## LANGUAGE SKILLS

Spanish, written and oral fluency



## VOLUNTEER EXPERIENCES

Desk Exchange Community Animator, Centre for Social Innovation , 2019

Communications volunteer, Voters Not Politicians (MI), 2018

Tutor, Reading Partners, 2017-18

Patient educator, Young Men's Clinic, NY Presbyterian, 2014

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

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Christin D'Ovidio	Project Director	\$14,021.55
Heather Brack	Web Master	\$9,207.70
Christina Curell	Project Manager	\$10,961.54
Martha Bradley	Project Manager	\$15,023.71
Amy Moffett	SBIRT & Community Manager	\$4,230.77
Julianne Battista	Digital Strategist	\$7,026.63

DEC 27 '21 PM 3:06 RCUD

13  
MAC

Leel A. Sbibinette  
Commissioner

Patricia M. Tilley  
Director

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

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

December 23, 2021

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

**REQUESTED ACTION**

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Opr Svc	90018000	\$112,219	\$0	\$112,219
2022	102-500731	Contracts for Opr Svc	90018000	\$166,747	\$196,062	\$362,809
2022	102-500731	Contracts for Opr Svc	90018008	\$235,000	(\$15,000)	\$220,000
2023	102-500731	Contracts for Opr Svc	80018000	\$166,747	\$0	\$166,747
2023	102-500731	Contracts for Opr Svc	90018008	\$235,000	(\$15,000)	\$220,000

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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2024	102-500731	Contracts for Opr Svc	90018000	\$166,747	\$0	\$166,747
2024	102-500731	Contracts for Opr Svc	90018008	\$235,000	(\$15,000)	\$220,000
			<b>Total</b>	<b>\$1,317,460</b>	<b>\$151,062</b>	<b>\$1,468,522</b>

**EXPLANATION**

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

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

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

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

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

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

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

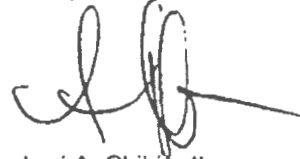
Area served: Statewide

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shihinette  
Commissioner





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

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

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

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

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

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

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

5. Add Exhibit B, Scope of Services, Section 1, by adding Subsection 1.4 to read:
  - 1.4. The Contractor shall implement and support the Million Hearts Tobacco Cessation Change Packet in a minimum of one (1) or more behavioral health and/or substance use outpatient treatment facilities using the Tobacco Cessation Change Package. The Contractor shall:
    - 1.4.1. Provide technical assistance to facilitate implementation of approaches and tools to assess the current status of tobacco dependence treatment in practice or system and to make tobacco dependence treatment a priority.
    - 1.4.2. Facilitate approaches and tools to prepare and motivate healthcare staff to consistently address tobacco use.
    - 1.4.3. Provide training and technical assistance about approaches and tools that promote consistent universal screening for tobacco use as a prerequisite for intervening with patients or clients who use tobacco.
    - 1.4.4. Facilitate adoption of approaches and tools to help ensure that patients or clients who use tobacco are consistently advised to quit, assessed for willingness to make a quit attempt, and offered assistance in quitting tobacco use.
    - 1.4.5. Facilitate uptake of approaches and tools for arranging follow-up for patients or clients who use tobacco and for providing referral to internal or external resources that can serve as an adjunct to treatment provided by the clinician.
6. Modify Exhibit C, Payment Terms, Section 3, to read:
  3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget, Amendment #1.
7. Modify Exhibit C-2, Budget by replacing in its entirety with Exhibit C-2, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
8. Modify Exhibit C-3, Budget by replacing in its entirety with Exhibit C-3, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C-4, Budget by replacing in its entirety with Exhibit C-4, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

10/26/2021

Date

DocuSigned by:  
*Patricia M. Tilley*  
Name: Patricia M. Tilley  
Title: Director

JSI Research & Training Institute, Inc.

10/22/2021

Date

DocuSigned by:  
*Katie Robert*  
Name: Katie Robert  
Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

10/27/2021

Date

DocuSigned by:  
*J. Christopher Marshall*  
Name: J. Christopher Marshall  
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

Exhibit C-2, Amendment #1, SFY 2022 Budget

New Hampshire Department of Health and Human Services												
Contractor Name: JSI Research and Training Institute, Inc.												
Project Title: Community-Based Partnership for Comprehensive Tobacco Control												
Budget Period: SFY 2022 (July 1, 2021 - June 30, 2022)												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share					
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total			
1. Total Salary/Wages	\$ 151,432.00	\$ -	\$ 151,432.00	\$ -	\$ -	\$ -	\$ 151,432.00	\$ -	\$ 151,432.00			
2. Employee Benefits	\$ 50,276.00	\$ -	\$ 50,276.00	\$ -	\$ -	\$ -	\$ 50,276.00	\$ -	\$ 50,276.00			
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5. Supplies:	\$ 7,269.00	\$ -	\$ 7,269.00	\$ -	\$ -	\$ -	\$ 7,269.00	\$ -	\$ 7,269.00			
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00			
7. Occupancy	\$ 16,960.00	\$ -	\$ 16,960.00	\$ -	\$ -	\$ -	\$ 16,960.00	\$ -	\$ 16,960.00			
8. Current Expenses	\$ 13,629.00	\$ -	\$ 13,629.00	\$ -	\$ -	\$ -	\$ 13,629.00	\$ -	\$ 13,629.00			
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
10. Marketing/Communications	\$ 95,000.00	\$ -	\$ 95,000.00	\$ -	\$ -	\$ -	\$ 95,000.00	\$ -	\$ 95,000.00			
11. Staff Education and Training	\$ 3,029.00	\$ -	\$ 3,029.00	\$ -	\$ -	\$ -	\$ 3,029.00	\$ -	\$ 3,029.00			
12. Subcontracts/Agreements	\$ 112,000.00	\$ -	\$ 112,000.00	\$ -	\$ -	\$ -	\$ 112,000.00	\$ -	\$ 112,000.00			
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Evaluators	\$ 51,840.00	\$ -	\$ 51,840.00	\$ -	\$ -	\$ -	\$ 51,840.00	\$ -	\$ 51,840.00			
Subject Matter Expert(s)	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ -	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00			
Qualtrics	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00			
Focus Group(s) - Audience Research	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00			
Printing & Mails	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00			
UNH Survey	\$ 11,598.00	\$ -	\$ 11,598.00	\$ -	\$ -	\$ -	\$ 11,598.00	\$ -	\$ 11,598.00			
<b>TOTAL</b>	<b>\$ 537,683.00</b>	<b>\$ 45,126.00</b>	<b>\$ 582,809.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 537,683.00</b>	<b>\$ 45,126.00</b>	<b>\$ 582,809.00</b>			

Indirect As A Percent of Direct

8.4%

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

New Hampshire Department of Health and Human Services									
Contractor Name: JSI Research and Training Institute, Inc.									
Project Title: Community-Based Partnership for Comprehensive Tobacco Control									
Budget Period: SFY 2023 (July 1, 2022 - June 30, 2023)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 117,360.00	\$ -	\$ 117,360.00	\$ -	\$ -	\$ -	\$ 117,360.00	\$ -	\$ 117,360.00
2. Employee Benefits	\$ 38,983.00	\$ -	\$ 38,983.00	\$ -	\$ -	\$ -	\$ 38,983.00	\$ -	\$ 38,983.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 5,636.00	\$ -	\$ 5,636.00	\$ -	\$ -	\$ -	\$ 5,636.00	\$ -	\$ 5,636.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
7. Occupancy	\$ 13,151.00	\$ -	\$ 13,151.00	\$ -	\$ -	\$ -	\$ 13,151.00	\$ -	\$ 13,151.00
8. Current Expenses	\$ 10,588.00	\$ -	\$ 10,588.00	\$ -	\$ -	\$ -	\$ 10,588.00	\$ -	\$ 10,588.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 55,000.00	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ 55,000.00
11. Staff Education and Training	\$ 2,348.00	\$ -	\$ 2,348.00	\$ -	\$ -	\$ -	\$ 2,348.00	\$ -	\$ 2,348.00
12. Subcontracts/Agreements	\$ 66,000.00	\$ -	\$ 66,000.00	\$ -	\$ -	\$ -	\$ 66,000.00	\$ -	\$ 66,000.00
13. Other (specific details mandatory):	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
Evaluators	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ -	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
Subject Matter Expert(s)	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Qualtrics	\$ 590.00	\$ -	\$ 590.00	\$ -	\$ -	\$ -	\$ 590.00	\$ -	\$ 590.00
Focus Group(s) - Audience Research	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Printing & Masks	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
	\$ -	\$ 34,961.00	\$ 34,961.00	\$ -	\$ -	\$ -	\$ -	\$ 34,961.00	\$ 34,961.00
<b>TOTAL</b>	\$ 351,786.00	\$ 34,961.00	\$ 386,747.00	\$ -	\$ -	\$ -	\$ 351,786.00	\$ 34,961.00	\$ 386,747.00

Indirect As A Percent of Direct

9.9%

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

New Hampshire Department of Health and Human Services											
Contractor Name: JSI Research and Training Institute, Inc.											
Project Title: Community-Based Partnership for Comprehensive Tobacco Control											
Budget Period: SFY 2024 (July 1, 2023 - June 30, 2024)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 118,893.00	\$ -	\$ 118,893.00	\$ -	\$ -	\$ -	\$ 118,893.00	\$ -	\$ 118,893.00		
2. Employee Benefits	\$ 39,473.00	\$ -	\$ 39,473.00	\$ -	\$ -	\$ -	\$ 39,473.00	\$ -	\$ 39,473.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ 10,700.00	\$ -	\$ 10,700.00	\$ -	\$ -	\$ -	\$ 10,700.00	\$ -	\$ 10,700.00		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00		
7. Occupancy	\$ 13,318.00	\$ -	\$ 13,318.00	\$ -	\$ -	\$ -	\$ 13,318.00	\$ -	\$ 13,318.00		
8. Current Expenses	\$ 4,756.00	\$ -	\$ 4,756.00	\$ -	\$ -	\$ -	\$ 4,756.00	\$ -	\$ 4,756.00		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 1,545.00	\$ -	\$ 1,545.00	\$ -	\$ -	\$ -	\$ 1,545.00	\$ -	\$ 1,545.00		
10. Marketing/Communications	\$ 55,000.00	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ 55,000.00		
11. Staff Education and Training	\$ 2,378.00	\$ -	\$ 2,378.00	\$ -	\$ -	\$ -	\$ 2,378.00	\$ -	\$ 2,378.00		
12. Subcontracts/Agreements	\$ 74,000.00	\$ -	\$ 74,000.00	\$ -	\$ -	\$ -	\$ 74,000.00	\$ -	\$ 74,000.00		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Evaluators	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00		
Subject Matter Expert(s)	\$ 9,600.00	\$ -	\$ 9,600.00	\$ -	\$ -	\$ -	\$ 9,600.00	\$ -	\$ 9,600.00		
Qualtrics	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00		
Focus Group(s) - Audience Research	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00		
Printing & Masks	\$ 1,973.00	\$ -	\$ 1,973.00	\$ -	\$ -	\$ -	\$ 1,973.00	\$ -	\$ 1,973.00		
Fulfillment: Schools & Mental Health Centers	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00		
	\$ -	\$ 34,863.00	\$ 34,863.00	\$ -	\$ -	\$ -	\$ -	\$ 34,863.00	\$ 34,863.00		
<b>TOTAL</b>	<b>\$ 351,884.00</b>	<b>\$ 34,863.00</b>	<b>\$ 386,747.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 351,884.00</b>	<b>\$ 34,863.00</b>	<b>\$ 386,747.00</b>		

Indirect As A Percent of Direct

9.9%

21 mac



Lori A. Shilbrette  
Commissioner

Lisa M. Morris  
Director

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

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

November 5, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with JSI Research and Training Institute, Inc. (d/b/a Community Health Institute) (VC#161611-8001) Bow, NH, in the amount of \$1,317,460 to enhance comprehensive tobacco prevention and cessation program initiatives, with the option to renew for up to three (3) additional years, effective February 28, 2021 or upon Governor and Council approval, whichever is later, through February 28, 2024. 46% Federal Funds. 54% General Funds.

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

05-95-90-902010-66080000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY HEALTH, TOBACCO PREVENTION AND CESSATION PROGRAM

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



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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### EXPLANATION

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

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

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

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

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

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

#### Short-Term Outcomes:

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

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

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

**Intermediate Outcomes:**

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

**Long-Term Outcomes:**

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

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

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

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

Area served: Statewide

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

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner



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

Community-Based Partnership for  
Comprehensive Tobacco Control

RFA-2021-DPHS-04-COMMU

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. Dr. Surebhi Somani
2. JSI
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	325	77
	325	312

1. Donna Asbury, Administrator
2. Jessica Morton, Health Communication Specialist
3. Susan Morrison, Program Specialist IV
4. Jill A. Burke, Prevention and Education Services
5. Scot Foster, Community Strategies Coordinator
- 6.
- 7.
- 8.
- 9.

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

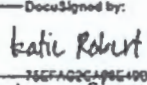
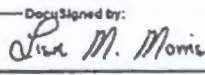
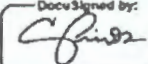
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials LR  
Date 10/27/2020

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

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

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval or February 28, 2021, whichever is later ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to three (3) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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



**Scope of Services**

**1. Statement of Work**

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

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

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



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

**2. Work Plan**

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

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



**3. Exhibits Incorporated**

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

**4. Performance Measures**

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

3.2.1. Short-Term Outcomes:

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

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3.2.2. Intermediate Outcomes:

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

4.1.3. Long-Term Outcomes:

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

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

**5. Additional Terms**

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

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

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EXHIBIT B**



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

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

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

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

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

**6. Records**

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

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



- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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



**EXHIBIT B-1 Initial Work Plan**

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

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



**EXHIBIT B-1 Initial Work Plan**

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

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



EXHIBIT B-1 Initial Work Plan

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

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



EXHIBIT B-1 Initial Work Plan

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

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



**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 49%, Federal Funds from the Tobacco Prevention and Cessation Program, as awarded on June 21, 2020, by the Centers for Disease Control and Prevention, CFDA# 93.387, FAIN# NU58DR006786 .
  - 1.2. 51% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.3. The de minimis Indirect Cost Rate of 10.8% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSCContractBilling@dhs.nh.gov](mailto:DPHSCContractBilling@dhs.nh.gov), or invoices may be mailed to:

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

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



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

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



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

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

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services								
Bidder Name: JSI Research and Training Institute, Inc.								
Budget Request for: Community-Based Partnership for Comprehensive Tobacco Control								
Budget Period: February 28, 2021 - June 30, 2021								
Line Item	Total Program Cost			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 41,078.00	\$ -	\$ 41,078.00	\$ 41,078.00	\$ -	\$ 41,078.00		
2. Employee Benefits	\$ 13,638.00	\$ -	\$ 13,638.00	\$ 13,638.00	\$ -	\$ 13,638.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ 3,697.00	\$ -	\$ 3,697.00	\$ 3,697.00	\$ -	\$ 3,697.00		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Occupancy	\$ 4,601.00	\$ -	\$ 4,601.00	\$ 4,601.00	\$ -	\$ 4,601.00		
8. Current Expenses	\$ 1,643.00	\$ -	\$ 1,643.00	\$ 1,643.00	\$ -	\$ 1,643.00		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 534.00	\$ -	\$ 534.00	\$ 534.00	\$ -	\$ 534.00		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 822.00	\$ -	\$ 822.00	\$ 822.00	\$ -	\$ 822.00		
12. Subcontracts/Agreements	\$ 11,472.00	\$ -	\$ 11,472.00	\$ 11,472.00	\$ -	\$ 11,472.00		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Evaluators - Karen Horsch	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00		
Subject Matter Expert - Aviva Grasso	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 3,600.00		
Qualtrics	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00		
UNH Survey	\$ 11,598.00	\$ -	\$ 11,598.00	\$ 11,598.00	\$ -	\$ 11,598.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 100,183.00	\$ 12,036.00	\$ 112,219.00	\$ 45,487.00	\$ 12,036.00	\$ 57,523.00		

Indirect As A Percent of Direct 12.0%

Contractor Initials 

Date 10/27/2020

Exhibit C-3 Budget Sheet

New Hampshire Department of Health and Human Services

Biller Name: JBI Research and Training Institute, Inc.

Output Report for: Community-Based Partnership for Comprehensive Tobacco Control

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contract Share / Match			Funded by (NHHS) State / Other		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
2. Contract	-	-	-	-	-	-	-	-	-
3. Equipment	-	-	-	-	-	-	-	-	-
4. Materials	-	-	-	-	-	-	-	-	-
5. Travel	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
6. Conference	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
7. Current Expenses	4,111,000	-	4,111,000	-	-	-	4,111,000	-	4,111,000
8. Telephone	-	-	-	-	-	-	-	-	-
9. Printing	-	-	-	-	-	-	-	-	-
10. Reproduction	-	-	-	-	-	-	-	-	-
11. Insurance	-	-	-	-	-	-	-	-	-
12. Travel	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
13. Conference	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
14. Current Expenses	4,111,000	-	4,111,000	-	-	-	4,111,000	-	4,111,000
15. Telephone	-	-	-	-	-	-	-	-	-
16. Printing	-	-	-	-	-	-	-	-	-
17. Reproduction	-	-	-	-	-	-	-	-	-
18. Insurance	-	-	-	-	-	-	-	-	-
19. Travel	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
20. Conference	1,200,000	-	1,200,000	-	-	-	1,200,000	-	1,200,000
21. Current Expenses	4,111,000	-	4,111,000	-	-	-	4,111,000	-	4,111,000
22. Telephone	-	-	-	-	-	-	-	-	-
23. Printing	-	-	-	-	-	-	-	-	-
24. Reproduction	-	-	-	-	-	-	-	-	-
25. Insurance	-	-	-	-	-	-	-	-	-
TOTAL	17,122,000	-	17,122,000	-	-	-	17,122,000	-	17,122,000



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Current C-3 Budget Sheet

New Hampshire Department of Health and Human Services

Bidder Name: JBI Research and Training Institute, Inc.

Budget Request No.: Community-Based Partnerships for Comprehensive Tobacco Control

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost		Central for Shared Services		Funded by Other State or Local	
	Current	Fund	Current	Fund	Current	Fund
1. Program Materials	117,472.00		117,472.00			
2. Personnel Services	34,363.00		34,363.00			
3. Contractual						
4. Equipment						
5. Printing						
6. Travel						
7. Other						
8. Total	151,835.00		151,835.00			
9. Personnel Services	13,112.00		13,112.00			
10. Contractual	4,897.00		4,897.00			
11. Printing						
12. Equipment						
13. Travel						
14. Other						
15. Total	18,009.00		18,009.00			
16. Personnel Services	1,327.00		1,327.00			
17. Contractual	16,685.00		16,685.00			
18. Printing	1,248.00		1,248.00			
19. Equipment	14,000.00		14,000.00			
20. Travel	1,000.00		1,000.00			
21. Other	1,000.00		1,000.00			
22. Total	35,260.00		35,260.00			
23. Personnel Services	11,000.00		11,000.00			
24. Contractual	11,000.00		11,000.00			
25. Printing	1,000.00		1,000.00			
26. Equipment	1,000.00		1,000.00			
27. Travel	1,000.00		1,000.00			
28. Other	1,000.00		1,000.00			
29. Total	36,000.00		36,000.00			
<b>TOTAL</b>	<b>347,335.00</b>		<b>347,335.00</b>			

Indirect As % Percent of Direct

United City Budget Sheet

New Hampshire Department of Health and Human Services

Vendor Name: JBI Research and Training Institute, Inc.

Budget Request for: Community Based Partnership for Comprehensive Tobacco Control

Budget Period: July 1, 2023 - June 30, 2024

Agency	Account	Total Program Cost		Comptroller's Office		Funded by Other Sources		Type
		Request	Current	Request	Current	Request	Current	
01	111.00.01	111,000.00	111,000.00	111,000.00	111,000.00	111,000.00	111,000.00	111,000.00
02	111.00.02	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
03	111.00.03							
04	111.00.04							
05	111.00.05							
06	111.00.06							
07	111.00.07							
08	111.00.08							
09	111.00.09							
10	111.00.10							
11	111.00.11							
12	111.00.12							
13	111.00.13							
14	111.00.14							
15	111.00.15							
16	111.00.16							
17	111.00.17							
18	111.00.18							
19	111.00.19							
20	111.00.20							
21	111.00.21							
22	111.00.22							
23	111.00.23							
24	111.00.24							
25	111.00.25							
26	111.00.26							
27	111.00.27							
28	111.00.28							
29	111.00.29							
30	111.00.30							
TOTAL		341,000.00	341,000.00	341,000.00	341,000.00	341,000.00	341,000.00	341,000.00

Subject to 2 Percent of Debt

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR 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.

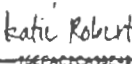
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

10/27/2020

Date

DocuSigned by:  
  
 Name: Katie Robert  
 Title: Director

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

OS  
KR

10/27/2020

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

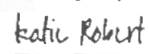
**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

10/27/2020

Date

DocuSigned by  
  
 Name: Katie Robert  
 Title: Director

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
ER

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



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

Exhibit G

Contractor Initials

DS  
KR

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

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/27/2020

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: Director

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(1) **Definitions.**

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

LR



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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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

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Exhibit I

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

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

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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.

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Exhibit I

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

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

Department of Health and Human Services

JSI Research & Training Institute, Inc.

The State by:

Name of the Contractor

*Lisa M. Morris*

*Katie Robert*

Signature of Authorized Representative

Signature of Authorized Representative

Lisa M. Morris

Katie Robert

Name of Authorized Representative

Name of Authorized Representative

Director, Division of Public Health Services

Director

Title of Authorized Representative

Title of Authorized Representative

10/27/2020

10/27/2020

Date

Date

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Date 10/27/2020



New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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


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


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

Contractor Name:

10/27/2020

Date

DocuSigned by  
  
 Name: KATIE ROBERT  
 Title: Director

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 Date 10/27/2020

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**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: 145729117
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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov