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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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June 28, 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 & Training Institute, Inc. d/b/a Community Health Institute (VC#161611-B001), Bow, NH, to support the development and implementation of the Mass-Media Campaigns to Promote Vaping Prevention and Treatment to Pre-Teens and Adolescents contract, by increasing the price limitation by \$75,000 from \$440,000 to \$515,000 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on February 16, 2022, item #32.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, 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.

**05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
SABG ADDITIONAL**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500585	Grants for Pub Asst and Rel	92055502	\$75,000	\$0	\$75,000
2023	074-500585	Grants for Pub Asst and Rel	92055502	\$75,000	\$0	\$75,000
			Subtotal	\$150,000	\$0	\$150,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

2022	102-500731	Contracts for Prog Svc	90018008	\$145,000	\$0	\$145,000
2023	102-500731	Contracts for Prog Svc	90018008	\$145,000	\$75,000	\$220,000
			Subtotal	\$290,000	\$75,000	\$365,000
			Total	\$440,000	\$75,000	\$515,000

EXPLANATION

The purpose of this request is to support the Mass-Media Campaigns to Promote Vaping Prevention and Treatment to Pre-Teens and Adolescents program by expanding the scope of services to include training and technical assistance to treatment providers on tobacco and nicotine dependence treatment. By providing training and guidance to treatment providers, health systems can adopt policies and practices that integrate tobacco and e-cigarette dependence treatment into routine care. These additions will make it easier for healthcare teams to deliver treatment, which will assist with the health and economic burden of tobacco and nicotine use on the healthcare system.

The Contractor will provide training to treatment providers in order to understand the science behind tobacco and nicotine addiction; provide clear and accurate information about the consequences of tobacco and e-cigarette use; specify guidance on treatment plans using comprehensive evidence-based assessments and treatment strategies; as well as strategies on how to work with populations effected by tobacco- and nicotine-related health issues. This includes providing practical data on the unclear role or efficacy of e-cigarettes in smoking cessation, and information on the harmful effects of e-cigarettes among users. In addition, the Contractor will be available to provide technical assistance to help treatment providers implement health systems changes that institutionalize tobacco use screening and intervention, including referrals to the NH tobacco quitline.

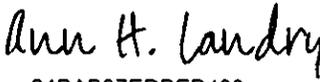
The Department will continue to monitor services by tracking the number of people registered for training, the number of people who completed training, and ensuring that training evaluations are completed.

Should the Governor and Council not authorize this request, treatment providers will not have the most current information about tobacco use and dependence; including the feasibility and health and economic benefits of integrating tobacco dependence treatment into their clinical workflows. The result of which is the lack of beneficial support for individuals to successfully overcome tobacco-dependence.

Area served: Statewide

Respectfully submitted,

DocuSigned by:



24BAB37EDBEB488...
Lori A. Shibinette

Commissioner

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

This Amendment to the Mass-Media Campaigns to Promote Vaping Prevention and Treatment to Pre-Teens and Adolescents 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. d/b/a Community Health Institute ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 16, 2022, (Item #32), 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, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1., Subparagraph 1.1., 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 increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$515,000
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
3. Modify Exhibit B, Scope of Services, by adding Subsection 1.12 to read:
 - 1.12 The Contractor shall provide at minimum three (3) virtual or in person trainings, as approved by the Department, to healthcare professionals who are providing and want to provide effective tobacco cessation treatment to their patients. The Contractor shall ensure that:
 - 1.12.1. Trainings are available to a minimum of 30 individuals and are tailored to meet the diverse needs of a variety of target populations, including, but not limited to:
 - 1.12.1.1. Clinical and support professionals providing tobacco treatment services to those diagnosed with substance misuse disorder(s).
 - 1.12.1.2. Healthcare providers serving individuals with tobacco dependence which shall include, but is not limited to: pediatricians, primary care physicians, and dentists.
 - 1.12.2. Trainings include the following subjects, which include but are not limited to:
 - 1.12.2.1. Tobacco addiction.
 - 1.12.2.2. Financial and health consequences of tobacco use.
 - 1.12.2.3. Specific guidance on treatment plans using comprehensive evidence-based assessments and treatment strategies.
 - 1.12.2.4. How to work with populations effected with tobacco related health issues.
 - 1.12.3. A comprehensive training plan is developed to:
 - 1.12.3.1. Provide evidence-based learning collaborative and educational opportunities to become a Tobacco Treatment Specialist and identify healthcare professionals interested in becoming NH based Tobacco

Treatment Specialist trainers.

- 1.12.3.2. Provide foundational learning opportunities on evidence-based tobacco treatment during the scheduled Treatment Community of Practice meetings.
- 1.12.3.3. Align with the strategic plan of the Governor's Commission on Alcohol and other Drugs, including ensuring that trainings are informed by the Governor's Commission eight (8) taskforces.
- 1.12.4. Training is based on the Council for Tobacco Treatment Training and is designed to provide attendees with the knowledge, skills, and tools required to meet the core competencies of tobacco dependence treatment. Strategies shall include, but are not limited to:
 - 1.12.4.1. Motivational interviewing techniques.
 - 1.12.4.2. Assessment skills.
 - 1.12.4.3. Treatment planning.
 - 1.12.4.4. Relapse prevention.
 - 1.12.4.5. Documentation and evaluation.
 - 1.12.4.6. Professional resources.
 - 1.12.4.7. Laws and ethics.
- 1.12.5. The training structure includes but is not limited to:
 - 1.12.5.1. Didactic lecture.
 - 1.12.5.2. Small group activities.
 - 1.12.5.3. Case studies.
 - 1.12.5.4. Resource sharing and/or networking.
- 1.12.6. All materials, equipment, and physical space, as well as, logistical and staff support for the training and education programs are delivered under this contract.
- 1.12.5. The delivery of training activities involves the monitoring and collection of information which includes, but is not limited to:
 - 1.12.6.1. Title of training.
 - 1.12.6.2. Dates of trainings.
 - 1.12.6.3. Name of registrant.
 - 1.12.6.4. Registrant job title.
 - 1.12.6.5. Name of agency.
 - 1.12.6.6. Agency address.
 - 1.12.6.8. Wait lists.
 - 1.12.6.9. Continuing education hours received.
- 1.12.7. All trainers are approved by the Department and have expertise in the areas necessary to meet the strategies and target populations outlined in Subsections 1.12.1. and 1.12.4.
- 1.12.8. All training needs are met and provide for continuous quality improvement,

evaluating each for:

- 1.12.8.1. Training content
 - 1.12.8.2. Instructor knowledge and ability
 - 1.12.8.3. Transfer of knowledge, skills, and abilities to training participants
 - 1.12.8.4. Whether the training met the stated goals and objectives
 - 1.12.9. An eighty-five percent (85%) or better rating of trainee satisfaction is achieved, through training evaluations, based on aggregate evaluation data.
 - 1.12.12. Training satisfaction surveys are disseminated to each participant upon training completion.
 - 1.12.13. Evaluation survey results are shared with the presenter within 14 days of the training completion date.
 - 1.12.14. Participants are provided approved continuing education credits of both in-person and electronic learning opportunities.
 - 1.12.15. Each continuing education (CE) requirement is adhered to, providing participants with certificates that accurately reflect the hours attended.
 - 1.12.16. All CE provided is approved by the State and national accredited entities, including but not limited to:
 - 1.12.16.1 Council for Tobacco Treatment Training Programs.
 - 1.12.16.2. New Hampshire Prevention Certification Board.
 - 1.12.16.3. NH Board of Licensing for Alcohol and Other Drug Use Professionals.
 - 1.12.17. Trainings are promoted to increase provider awareness and attendance at events. Promotional strategies include but are not limited to:
 - 1.12.17.1. Communicating available training opportunities with professional networks and State boards.
 - 1.12.17.2. Collaborating with the Department to promote trainings to state funded contractors.
 - 1.12.17.3. Providing targeted marketing with specific professional associations and organizations based on training topic.
 - 1.12.17.4. Posting training opportunities to the New Hampshire Alcohol & Drug Abuse Counselors Association (NHADACA) listing of professional development activities.
 - 1.12.17.5. Posting available training opportunities to NHADACA's monthly newsletter, bi-monthly Best Practice newsletter and other publications, and collaborating Department approved organization websites.
 - 1.12.19. Coffee, tea, and water are provided for in-person training events at no cost to participants.
4. Modify Exhibit B, Scope of Services, by adding Subsection 1.13 to read:
- 1.13. The Contractor shall provide technical assistance to help treatment providers implement health systems changes that institutionalize tobacco use screening and intervention, including referrals to the NH tobacco quitline.
5. Modify Exhibit C, Payment Terms, Section 1, to read:
1. This Agreement is funded by:

- 1.1. 25% Federal funds from the Substance Abuse Prevention and Treatment Block Grant COVID-19 Supplemental Award, as awarded on March 15, 2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.387; FAIN #NY58DP006786; and
 - 1.2. 75% General funds.
6. Modify Exhibit C, Payment Terms, Section 2, to read:
2. 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 items, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget Amendment #1.
7. Add Exhibit C-5, Budget Amendment #1, 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 Governor and 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

6/30/2022

Date

DocuSigned by:

Iain Watt

07788863F9704C7

Name: Iain watt

Title: Deputy Director - DPHS

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

6/28/2022

Date

DocuSigned by:

Katie Robert

F850C21E4850430

Name: Katie Robert

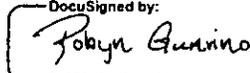
Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

6/30/2022

Date

DocuSigned by:

748734344041460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-6, Amendment 1, SFY 2023 Budget

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

Contractor Name: JBI Research & Training Institute, Inc. db/a Community Health Institute

Project Title: Mass-Media Campaign to Promote Vaping Prevention and Treatment to Pre-Teens and Adolescents

Budget Period: Date of O&C to June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 28,400.57	\$ -	\$ 28,400.57	\$ -	\$ -	\$ -	\$ 28,400.57	\$ -	\$ 28,400.57
2. Employee Benefits	\$ 13,300.30	\$ -	\$ 13,300.30	\$ -	\$ -	\$ -	\$ 13,300.30	\$ -	\$ 13,300.30
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (if specific activity mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ 13,134.13	\$ 13,134.13	\$ -	\$ -	\$ -	\$ -	\$ 13,134.13	\$ 13,134.13
TOTAL	\$ 61,865.87	\$ 13,134.13	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 61,865.87	\$ 13,134.13	\$ 75,000.00

State of New Hampshire

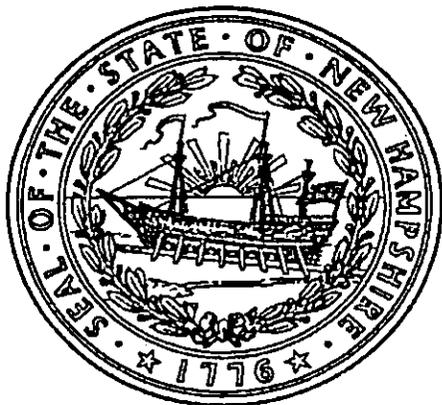
Department of State

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: 0005779834



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

State of New Hampshire

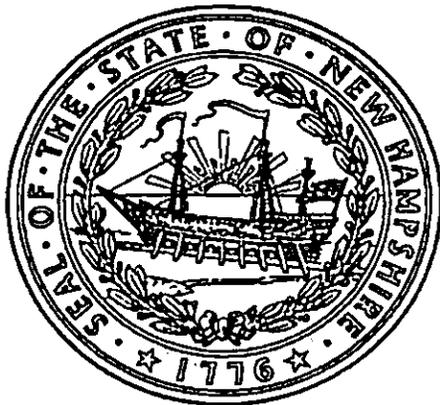
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005779833



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May 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**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **JSI Research & Training Institute, Inc. d/b/a Community Health Institute.**

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

RESOLVED: That **Katherine Roberts, Director of Community Health Institute** is duly authorized on behalf of **JSI Research & Training Institute, Inc. d/b/a Community Health Institute** 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: June 24, 2022



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

JSI Research and Training Institute Inc.

Mission Statement

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

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**

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

September 30, 2020 and 2019

Contents

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GRANT THORNTON LLP
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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
JSI Research and Training Institute, Inc.

Report on the financial statements

We have audited the accompanying consolidated financial statements of JSI Research and Training Institute, Inc., (a nonprofit organization) and affiliates (the "Entity"), which comprise the consolidated statements of financial position as of September 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of JSI Research and Training Institute, Inc., and affiliates as of September 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Boston, Massachusetts
June 28, 2021

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

September 30,

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 81,368,115	\$ 98,563,248
Receivables for program work	109,113,563	45,130,388
Field advances - program	3,858,492	25,188
Employee advances	4,242	184,277
Prepaid expenses	<u>2,008,128</u>	<u>1,665,471</u>
Total current assets	196,352,540	145,568,572
PROPERTY AND EQUIPMENT, net	3,157,102	70,862
OTHER ASSETS	<u>264,930</u>	<u>36,945</u>
Total assets	<u>\$ 199,774,572</u>	<u>\$ 145,676,379</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable and payroll withholdings	\$ 87,642,735	\$ 59,600,173
Accrued vacation	2,213,551	1,464,584
Advances for program work	49,858,878	29,722,037
Loan payable - Paycheck Protection Program	<u>1,074,400</u>	<u>-</u>
Total current liabilities	<u>140,789,564</u>	<u>90,786,794</u>
NET ASSETS:		
Without donor restrictions	58,666,358	54,585,599
With donor restrictions	<u>318,650</u>	<u>303,986</u>
Total net assets	<u>58,985,008</u>	<u>54,889,585</u>
Total liabilities and net assets	<u>\$ 199,774,572</u>	<u>\$ 145,676,379</u>

The accompanying notes are an integral part of these consolidated financial statements.

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENTS OF ACTIVITIES

Years ended September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Net assets without donor restrictions		
Public support and revenue		
Grants and contracts:		
Global Fund	\$ 375,120,414	\$ 570,358,986
U.S. Government	151,964,600	196,939,720
Commonwealth of Massachusetts	4,808,744	5,739,415
Other grants and contracts	85,693,370	101,715,710
Program income	47,603	280,588
Contributions	293,006	265,399
In-kind project contributions	3,079,352	9,678,628
Inherent contribution	-	778,482
Interest income	430,032	852,026
	<u>621,437,121</u>	<u>886,608,954</u>
Expenses		
Program services:		
International programs	553,307,084	818,431,255
Domestic programs	27,079,411	27,263,690
	<u>580,386,495</u>	<u>845,694,945</u>
Supporting services		
Management and general	36,680,902	36,428,678
Fundraising	153,799	2,806,595
	<u>36,834,701</u>	<u>39,235,273</u>
Other Expenses		
Unallowable	135,166	288,094
	<u>135,166</u>	<u>288,094</u>
Total expenses	<u>617,356,362</u>	<u>885,218,312</u>
Increase in net assets without donor restrictions	4,080,759	1,390,642
Increase in net assets with donor restrictions	14,664	46,777
Change in net assets	4,095,423	1,437,419
Net assets at beginning of year	54,889,585	53,452,166
Net assets at end of year	<u>\$ 58,985,008</u>	<u>\$ 54,889,585</u>

The accompanying notes are an integral part of these consolidated financial statements.

JSI Research and Training Institute, Inc.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year ended September 30, 2020

	<u>Program Services</u>			<u>Supporting Services</u>		<u>Total Expenses</u>
	<u>International Programs</u>	<u>Domestic Programs</u>	<u>Total</u>	<u>Management and General</u>	<u>Fundraising</u>	
Commodities	\$ 346,014,906	\$ -	\$ 346,014,906	\$ -	\$ -	\$ 346,014,906
Freight costs	30,675,639	-	30,675,639	-	-	30,675,639
Salaries	23,366,288	13,225,452	36,591,740	11,325,821	78,701	47,996,262
Consultants	14,904,005	5,683,627	20,587,632	1,969,844	11,900	22,569,376
Cooperating national salaries	44,511,647	88,959	44,598,606	576,982	-	45,175,588
Travel	4,826,451	835,447	5,261,898	516,566	470	5,778,934
Allowance and training	3,785,928	37,980	3,823,908	112,359	-	3,936,267
Subgrants	17,121,298	499,449	17,620,747	29,088	27,073	17,676,906
Subgrants/subcontracts	22,639,383	4,466,833	27,106,216	417	-	27,106,633
Equipment, material and supplies	2,450,232	131,867	2,582,099	135,642	119	2,717,860
Other costs	39,252,289	2,311,797	41,564,086	21,234,138	35,536	62,833,758
Information technology	48,191	-	48,191	560,710	-	608,901
Non-commodity	631,430	-	631,430	-	-	631,430
Quality assurance	200,293	-	200,293	-	-	200,293
In-kind project expenses	3,079,104	-	3,079,104	-	-	3,079,104
Depreciation	-	-	-	219,339	-	219,339
	-	-	-	-	-	-
Total expense	\$ 553,307,084	\$ 27,079,411	\$ 580,386,495	\$ 36,680,902	\$ 153,799	\$ 617,221,196

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

JSI Research and Training Institute, Inc.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year ended September 30, 2019

	Program Services			Supporting Services		Total Expenses
	International Programs	Domestic Programs	Total	Management and General	Fundraising	
Commodities	\$ 544,556,844	\$ -	\$ 544,556,844	\$ 1,421	\$ 1,471	\$ 544,559,736
Freight costs	39,652,513	-	39,652,513	-	-	39,652,513
Salaries	24,532,253	12,172,719	36,704,972	11,085,659	2,353,165	50,143,796
Consultants	14,119,065	5,791,456	19,910,521	2,090,816	379,622	22,380,959
Cooperating national salaries	49,761,390	244,621	50,006,011	658,261	-	50,664,272
Travel	9,468,547	1,256,109	10,724,656	940,323	22,704	11,687,683
Allowance and training	7,052,172	48,360	7,098,532	236,650	250	7,335,432
Subgrants/subcontracts	83,282,033	5,191,198	88,453,231	-	22,267	88,475,498
Equipment, material and supplies	4,555,167	231,216	4,786,383	300,443	-	5,086,826
Other costs	31,154,814	2,330,011	33,484,825	20,713,133	24,233	54,222,191
Information technology	146,193	-	146,193	387,941	2,883	537,017
Non-commodity	277,348	-	277,348	-	-	277,348
Quality assurance	184,863	-	184,863	(548)	-	184,315
Incidence	29,423	-	29,423	1,382	-	30,805
In-kind project expenses	9,678,630	-	9,678,630	-	-	9,678,630
Depreciation	-	-	-	13,197	-	13,197
Total expense	\$ 818,431,255	\$ 27,263,690	\$ 845,694,945	\$ 36,428,678	\$ 2,806,595	\$ 884,930,218

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

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended September 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Increase in net assets	\$ 4,095,423	\$ 1,437,419
Adjustments to reconcile decrease in net assets to net cash used in operating activities:		
Depreciation	219,339	19,685
(Increase) decrease in operating assets:		
Receivables for program work	(63,983,175)	(26,553,124)
Field advances - program	(3,833,304)	500,547
Employee advances	180,035	(79,414)
Prepaid expenses	(342,657)	(766,262)
Other assets	(227,985)	(22,609)
Increase (decrease) in operating liabilities:		
Accounts payable and payroll withholdings	28,042,562	28,512,414
Accrued vacation	748,967	(210,087)
Advances for program work	20,136,841	(18,507,594)
Net cash used in operating activities	<u>(14,963,954)</u>	<u>(15,669,025)</u>
Cash flows from investing activities:		
Acquisition of property and equipment	(3,305,579)	(52,342)
Inherent contribution net of cash acquired	-	37,427,968
Net cash (used in) provided by investing activities	<u>(3,305,579)</u>	<u>37,375,626</u>
Cash flows from financing activities:		
Proceeds from Paycheck Protection Program loan	1,074,400	-
Net cash provided by investing activities	<u>1,074,400</u>	<u>-</u>
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(17,195,133)	21,706,601
Cash and cash equivalents at beginning of year	98,563,248	76,856,647
Cash and cash equivalents at end of year	\$ 81,368,115	\$ 98,563,248

The accompanying notes are an integral part of these consolidated financial statements

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

September 30, 2020 and 2019

NOTE A - ORGANIZATION AND NATURE OF ACTIVITIES

JSI Research and Training Institute, Inc. (the Organization) was incorporated in the Commonwealth of Massachusetts on April 11, 1979. JSI Research and Training Institute, Inc. provides education and research primarily to non-profit health and human service agencies both in the United States and abroad. Current funding is principally from the United States Agency for International Development (USAID) 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 years ended June 30, 2020, and 2019, respectively.

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 - CHANGE IN CONTROL

As previously referred to in Note A, the Organization achieved a controlling interest in PfSCM during fiscal year 2019. The net assets of PfSCM as of October 11, 2018, totaling \$778,482, were contributed to the Organization and were recognized in the accompanying consolidated statements of activities as an inherent contribution. Details of the transaction are as follows:

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

JSI Research and Training Institute, Inc. and Affiliates
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2020 and 2019

NOTE C - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting and include the accounts of JSI Research and Training Institute, Inc. and its affiliates in conformity with accounting principles generally accepted in the United States of America (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.

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 \$3,420,690, and \$3,483,206 at September 30, 2020 and 2019, respectively.

Property and Equipment

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

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

Recent Adopted Accounting Pronouncements

In fiscal year 2020, the Organization adopted ASU 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). The FASB issued this update to clarify and improve the scope and accounting guidance for contributions received and made. The amendments of this update should assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as exchange transactions subject to other guidance and (2) determining whether a contribution is conditional. The Organization applied the standard using a modified prospective approach as of October 1, 2019. This guidance did not have a material impact on the Organization's consolidated financial statements and related disclosures.

In addition, in fiscal year 2020, 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. This guidance did not have a material impact on the Organization's consolidated financial statements and related disclosures.

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. Revenues are recognized when the Organization incurs qualifying expenditures that are reimbursable under the terms of the contracts, agreements or grants, or in accordance with the grantor's restrictions.

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 of donor imposed restrictions. If donor imposed restrictions are present, the associated revenue is reported as an increase in net assets with restriction 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, 2020, the Organization had \$212,245,310 of conditional grants and contracts not recognized as revenue in the consolidated 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. There were no grants and contracts, for which the contractual performance obligations have not yet been made or the right to recognize revenue is dependent on future events at September 30, 2020.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

Contributions

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

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

Donated Materials and Services

Donated materials and services are recorded as in-kind project contributions at their estimated fair market value as of the date of receipt and as an expense in the accompanying consolidated 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.

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.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

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, 2020 and 2019 was \$0. Included in receivables for program work is \$62,496,812 and \$38,093,960 of amounts billed and \$46,616,751 and \$7,036,428 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 D - CONCENTRATION OF CREDIT RISK

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

NOTE E - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

	2020		
	Cost	Accumulated Depreciation	Net
Furniture and equipment	\$ 592,816	\$ 580,766	\$ 12,050
Leasehold improvements	3,468,069	323,017	3,145,052
	<u>\$ 4,060,885</u>	<u>\$ 903,783</u>	<u>\$ 3,157,102</u>
	2019		
	Cost	Accumulated Depreciation	Net
Furniture and equipment	\$ 709,627	\$ 654,090	\$ 55,537
Leasehold improvements	45,680	30,355	15,325
	<u>\$ 755,307</u>	<u>\$ 684,445</u>	<u>\$ 70,862</u>

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

September 30, 2020 and 2019

Depreciation expense was \$219,339 and \$13,197 for the years ended September 30, 2020 and 2019, respectively.

NOTE F - ADVANCES FOR PROGRAM WORK

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

	2020	2019
Other - non-governmental		
Bill and Melinda Gates Foundation	\$ 13,725,112	\$ 13,272,043
Various Donors	17,575,439	10,225,618
Global Fund	17,146,528	4,048,677
Doris Duke Charitable Foundation	1,411,799	2,175,699
	\$ 49,858,878	\$ 29,722,037

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 G - 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 most recently renewed on October 16, 2020. 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, 2021 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 2020 or 2019 and as a result, as of June 30, 2020 and 2019, the outstanding balance is \$0 and no interest was incurred on this loan during the years ended June 30, 2020 or 2019.

John Snow, Inc.

World Education, Inc. has an unsecured revolving line of credit with John Snow, Inc. (a related party) with a borrowing limit of up to \$1,000,000. The loan was renewed on July 1, 2019. Interest is charged by utilizing a fluctuating rate based on the current prime rate plus 0.25%. The loan is payable on demand and, in any event, on or prior to June 30, 2022. The loan is not collateralized. No funds were borrowed during the year and as a result, as of June 30, 2020, the outstanding balance is \$0. No interest was incurred on this loan during the year ended June 30, 2020.

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.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

The Loan, which was in the form of a Note dated April 23, 2020, matures on April 23, 2022 and bears interest at a rate of 1.00% per annum, payable monthly commencing in February 2020. The Note may be prepaid by WEI at any time prior to maturity with no prepayment penalties. Funds from the Loan may only be used for certain costs, such as payroll costs and occupancy expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

NOTE H - 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, 2020.

Provisional indirect cost rates are negotiated with the USAID on an annual basis. As of September 30, 2020, actual indirect cost rates have been approved by USAID 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 I - NET ASSETS WITH DONOR RESTRICTIONS

During the years ended June 30, 2020 and 2019, the Organization received \$14,664 and \$46,777, respectively, of donor restricted donations. The donations are restricted for use in specific programs and/or projects that are specified by the donor.

NOTE J - 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 years ended September 30, 2020 and 2019, JSI, Inc. billed R&T \$23,817,932 and \$28,335,233 for consulting services (technical support), respectively. These amounts are reflected under program services - consulting totaling \$16,704,012 and \$15,311,055 and program services - other costs totaling \$7,113,920 and \$13,024,177, respectively, on the consolidated statements of functional expenses. In addition, during the years ended September 30, 2020 and 2019, R&T performed consulting services (technical support) for JSI, Inc. totaling \$8,772,841 and \$7,658,189, respectively.

As of September 30, 2020 the R&T was owed \$605,509 from JSI. As of September 30, 2019, the Organization owed JSI \$896,503.

JSI Research and Training Institute, Inc. and Affiliates

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2020 and 2019

The two companies also share facilities and pool various overhead expenses. For the years ended September 30, 2020 and 2019, R&T incurred \$22,899,284 and \$23,073,571 of overhead expenses (supporting services), of which \$9,481,343 and \$9,292,686 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, 2021 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 fluctuating rate based on LIBOR (Advantage) plus 2.00% payable monthly in arrears, which at September 30, 2020 and 2019 was 2.17% and 3.826%, respectively. At September 30, 2020 and 2019, 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 years ended September 30, 2020 and 2019 are summarized as follows:

	2020	2019
Administrative and technical support	\$ 1,616,316	\$ 1,561,799
Other direct charges (including rent of \$1,067,591 and \$871,877)	1,477,010	1,375,414
	<u>\$ 3,093,326</u>	<u>\$ 2,937,213</u>

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

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

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 years ended September 30, 2020 and 2019:

	2020	2019
The Manoff Group, Inc. (a non-exempt corporation; 40% owned by John Snow, Inc.)	\$ 1,027,077	\$ 686,384
	<u>\$ 1,027,077</u>	<u>\$ 686,384</u>

NOTE K - 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 be enrolled at 2% either at the time of hire, or annually in July. Pension expense was \$2,492,737 and \$2,458,753 for the years ended September 30, 2020 and 2019, respectively.

JSI Research and Training Institute, Inc. and Affiliates
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2020 and 2019

WEI had 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 \$374,449 and \$360,907 for the years ended June 30, 2020 and 2019, respectively.

NOTE L - COMMITMENTS

Operating Leases

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

During the years ended September 30, 2020 and 2019, rent expense under long-term lease obligations were \$568,227 and \$505,419, respectively. Future obligations over the primary terms of the Company's long-term leases as of September 30, 2020 are:

2021	\$	434,419
2022		450,718
2023		396,612
2024		155,324
2025		160,680
Thereafter		<u>166,036</u>
	<u>\$</u>	<u>1,763,789</u>

World Education, Inc. leases space for general offices on a year-to-year basis. Rent expense for the years ended September 30, 2020 and 2019 was \$1,081,972 and \$953,108, respectively.

NOTE M - 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 years ended September 30, 2020 and 2019:

For the year ended September 30, 2020:

	<u>Revenue</u>	<u>% of Total Income</u>
The Global Fund (PfSCM)	\$ 375,120,414	60%
U.S. Agency for International Development (R&T and WEI)	\$ 134,311,303	22%

For the year ended September 30, 2019:

	<u>Revenue</u>	<u>% of Total Income</u>
The Global Fund (PfSCM)	\$ 570,358,986	64%
U.S. Agency for International Development (R&T and WEI)	\$ 165,608,943	19%

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

September 30, 2020 and 2019

The JSI Research and Training Institute, Inc. and World Education, Inc. received \$134,311,303 and \$165,608,943 from U.S. Agency for International Development as of September 30, 2020 and 2019, which represents 57.1% and 55.9% of total income, respectively.

NOTE N - 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.

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 81,368,115	\$ 98,563,248
Receivables for program Work	<u>109,113,563</u>	<u>45,130,388</u>
Total financial assets available within one year	190,481,678	143,693,636
Less contractually restricted and donor restricted assets	<u>49,858,878</u>	<u>29,722,037</u>
Total financial assets available to management for general expenditures within one year	<u>\$ 140,622,800</u>	<u>\$ 113,971,599</u>

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

NOTE O - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through June 28, 2021, the date on which the consolidated financial statements were available to be issued. During this period, there were no subsequent events that require adjustment to the consolidated financial statements.



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

Alexander K. Baker, MBA
Chief Operating Officer
JSI

David E. Bloom, MA, Ph.D.
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and Demography
Harvard School of Public Health
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International Division
JSI

Paul Osterman, Ph.D.
Nanyang Technological University (NTU) Professor
of Human Resources and Management
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

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, 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, 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 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, 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 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 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, ally, 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



JULIANNE BATTISTA

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

[REDACTED]

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, Thomwood, 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

You Tube

HANNAH SARGENT

JSI Research & Training, Inc. dba Community Health Institute

EDUCATION

TUFTS UNIVERSITY

M.S. Infectious Disease and Global Health 2019

UNIVERSITY OF NEW HAMPSHIRE

B.S. Biomedical Science 2017

EXPERIENCE

JSI Research and Training Institute, Inc., dba Community Health Institute, Bow, New Hampshire

Project Associate February 2020 to present

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

Serve as Project Associate to facilitate outreach to organize young adult focus groups. Binge Drinking Prevention in NH. Research for this campaign has involved peer group or network identification and validation in NH, the theories of social marketing and behavior change and may involve social media, traditional media, and youth leadership with a statewide media buy.

NH Center for Excellence: The Partnership at Drug Free NH

Serve as Project Associate to aid in the collecting of substance use disorder resources, the writing of website content, and assisting in the development of online survey testing and the analysis and presentation of the collected data. The campaign involves the theories of social marketing and behavior change, social media, traditional media, and youth leadership, peer group or peer network identification and validation in NH and video production.

NH Maternal Marijuana and Alcohol Campaign

Serve as Project Associate to research and describe the current knowledge regarding marijuana and alcohol use during pregnancy. Formative research includes online survey testing (MaxDiff, conjoint), focus groups and digital a/b testing. Creative development includes video production and a statewide digital campaign. The campaign, Today Is For Me., includes a provider toolkit to support campaign messages. Work includes collaboration with the NH Governor's Commission on Alcohol and Other Drugs, Perinatal Substance Exposure Task Force.

Rhode Island Underage Drinking-Hosting Law

Serves as Project Associate to conduct formative research on underage drinking habits and the provision of alcohol to underage persons by older friends and family members. This campaign aims to increase awareness about the Rhode Island Social Hosting law through social media and partner engagement awareness strategies, in the 20 Rhode Island towns covered by the PFS Coordinators.

Maine Prediabetes Marketing

Serves as Project Associate to support the refresh and redesign the program's existing website, RethinkDiabetes.org. JSI's redesign will support prediabetes and diabetes educators as they build connections with each other and DPCP, to share the emerging research, best practices, and tools so they can better serve their organizations and communities.

NH Community-Based Partnership for Comprehensive Tobacco Control

Serves as Project Manager of Marketing tasks. JSI is developing a statewide multi-media marketing strategy for

H. Sargent 1



mass-reach communication interventions of a comprehensive tobacco prevention and cessation: including a youth vaping prevention campaign, a youth vaping cessation campaign, an adult cessation campaign, and development of materials and campaign elements for other priority audiences including individuals living with a mental health diagnosis and other audiences.

PUBLICATIONS AND PRESENTATIONS

LaCarubba B, Bunda A, Savage K, Sargent H, Akiki M, Foxall T, Andrade A. *Developmental and cell-specific expression of Cacna1d splice variants.* (April 2019)

Presented at the National Conference for Undergraduate Research 2014

Presented at the American Society of Microbiology General Meeting 2014

Presented at the Northern Vermont University Student Research Conference 2014

Presented at the University of New Hampshire Undergraduate Research Conference 2017

HONORS AND AWARDS

Northern Vermont University

Student Transition, Achievement, Retention, and Teaching Scholarship

2013

University of New Hampshire

Summer Undergraduate Research Fellowship

2016

COMPUTER SKILLS

Proficient in Microsoft Suite

Proficient in Google Suite

Skilled in survey development using Qualtrics® and SurveyMonkey® software

Experienced in the use of EndNote™

Experienced in the use of Airtable for task tracking management

ADDITIONAL TRAININGS AND SKILLS

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

Training: Understanding Substance Use Disorders by Addiction Technology Transfer Center Network | September 2020

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

Skilled at literature review and proposal writing

Experienced in the research design process

Experienced in data analysis and presentation

RACHEL DAUBE

EDUCATION

KEENE STATE COLLEGE
Bachelor of Science, Political Science

EXPERIENCE

JSI Research & Training Institute, Inc. d/b/a Community Health Institute, Bow, New Hampshire
Project Associate, November 2021 to present

The Partnership@drugfreeNH, November 2021 to present

Serves as Project Associate for The Partnership @drugfreeNH which convenes stakeholders in prevention from across the state of NH in conversation about best practices, community learning and the utilization of best practices. Duties include crafting organic messages and graphics across social media platforms of partner campaigns such as Binge-Free 603, Today is For Me, and Take A Break NH; maintaining The Partnership Blog through copy editing, asset development, and technical oversight; assisting with paid advertising and marketing strategies; partnering with local youth coalitions to oversee The Partnership Youth Council; presiding at the monthly Partnership Convenings with partner groups; developing shareable prevention resources such as toolkits, social media graphics, and dissemination best practices; and performs other tasks as assigned.

Maine CDC's Rethink Diabetes Campaign, November 2021 to present

Serves as Project Associate responsible for marketing tasks including development and implementation of marketing and communications plan; creating and maintaining a monthly social media content calendar with campaign branded graphics; developing paid advertising copy; assisting with reporting requirements, agenda creation, meeting minutes, and budget tracking; and other tasks as assigned.

NH Healthy Homes and Lead Poisoning Prevention Program, November 2021 to present

Serves as Project Associate responsible for administrative tasks such as tracking deliverables, communicating with the clients, reviewing the work plan, and scheduling both management and internal meetings. Assists in the development of press releases; organizes quarterly New England Lead Coordinating Committee (NELCC) conferences and keeps minutes; oversees regular maintenance and updates of both the NELCC website and LeadFreeKidsNH.org as well as related listservs; handles invoicing and purchase orders; performs other duties as assigned.

NH Community-Based Partnership for Comprehensive Tobacco Control, November 2021 to present

Serves as Project Associate of marketing tasks responsible for supporting the implementation of a statewide multi-media marketing strategy for mass-reach communication interventions of a comprehensive tobacco prevention and cessation; including a youth vaping prevention campaign, a youth vaping cessation campaign, an adult cessation campaign, and development of materials and campaign elements for other priority audiences.

NH Tobacco Prevention and Cessation Program, November 2021 to present

Serves as Project Associate responsible for marketing tasks including creating and maintaining a monthly social media content calendar with campaign branded graphics; developing and implementing a campaign for Tobacco Cessation eLearning Modules for QuitWorks-NH across Google, LinkedIn, Facebook & Instagram, and Twitter; participating in formative research and focus groups to create an awareness campaign about the consequences of tobacco use and dependence to reduce the health disparities on those living with a mental health condition or illness; writing and delivering monthly organic campaign reports to clients; and other tasks as assigned.



NH Immunization Program Toolkit Development, *March 2022 to present*

Serves as Project Associate responsible for development of two immunization toolkits: one for NH schools to use to educate parents about the importance of pediatric vaccination and encourage parents to get their children caught up on vaccines, and one to share with NH pediatric providers that they can use to educate parents about the importance of pediatric vaccination and encourage parents to get their children caught up on vaccines. Responsible for copy-writing, editing, creating shareable social media posts and graphics, and developing dissemination techniques for partners utilizing the toolkits.

OTHER EXPERIENCE

LCB Senior Living, LLC, Norwood, Massachusetts
Digital Marketing Manager, April 2019 to November 2021

BAYADA Home Health Care, Canton, Massachusetts
Nurse Recruiting Manager and Governmental Affairs Liaison, March 2018 to July 2019

SKILLS

Adobe Creative Suite (Premiere Pro, Photoshop); Google applications (sites, docs, forms); Microsoft Office Suite; Social media management and advertising platforms (Facebook, Instagram, LinkedIn, YouTube, Canva, Yoast SEO, Hootsuite); Web content management systems (Wordpress); Email management software (Hubspot, Constant Contact, Salesforce); Search advertising platforms (Google Ads, Microsoft Ads [Bing]).

CERTIFICATIONS

Hubspot CMS for Developers Certification



JSI Research and Training Institute, Inc.

d/b/a Community Health Institute

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Christin D'Ovidio	Project Director	\$4,423.08
Heather Brack	Web Master	\$2,884.62
Julianne Battista	Digital Strategist	\$4,615.38
Hannah Sargent	Project Manager	\$1,096.15
Rachel Daube	Digital Strategist	\$4,230.77

32
MAC

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

Lori A. Shbinette
 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

January 28, 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 enter into a contract with JSI Research & Training Institute, Inc., d/b/a Community Health Institute (VC #161611-B001), Bow, New Hampshire, in the amount of \$440,000 to develop and implement vaping prevention and treatment mass media campaigns to pre-Teens and adolescents, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2023. 34% Federal Funds. 66% General Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, 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.

005-95-90-902010-56080000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, TOBACCO PREVENTION AND CESSATION (100% GENERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90018008	\$145,000
2023	102-500731	Contracts for Prog Svc	90018008	\$145,000
			<i>Subtotal</i>	\$290,000

005-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SABG ADDITIONAL (100% FEDERAL FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Community Grants	92055502	\$75,000
2023	074-500585	Community Grants	92055502	\$75,000
			<i>Subtotal</i>	\$150,000
			Total	\$440,000

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

The purpose of this request is for the Vendor to develop, promote, and disseminate Department-approved marketing materials as part of statewide marketing, media, and communication campaigns to reduce electronic cigarette initiation and use among middle and high school-aged youth.

Adolescent high school-aged youth are more likely to use e-cigarettes than any other tobacco product. E-cigarette usage rates have risen sharply in recent years. Research from the Centers for Disease Control (CDC) indicates that mass-reach health communications on comprehensive tobacco prevention and cessation programs reduce tobacco use among youth and adults, increase quit attempts, increase use of cessation services, and prevent youth from initiation.

The Vendor will support the Department in increasing engagement through primary and secondary tobacco prevention mass media marketing, alignment of messaging for vaping prevention and treatment in NH adolescent networks, and support for other communication activities with relevant stakeholders. Mass media campaigns will incorporate behavior change theories, marketing and health communication principles, current best practices in accordance with the Centers for Disease Control and Prevention, and paid, earned digital, and social media strategies.

The Vendor will develop vaping prevention campaign strategies by conducting formative research, focus groups, and message testing, reviewing national media campaigns, and identifying the best approaches to reach target audiences. The Vendor will engage community partners and collaborate with vaping prevention networks and community leaders statewide.

The Department will monitor services to ensure:

- The number of 'My Life, My Quit' vaping prevention campaign users increases by a minimum of 500 participants (Baseline: 0 participants).
- E-cigarette use among middle and high school-aged youth indicates a decrease by a minimum of five percent (5%) compared to the reported 2019 Youth Risk Behavior Survey (YRBS) baseline of 34%.
- E-cigarette initiation among middle and high school-aged youth indicates a decrease by a minimum of five percent (5%) compared to the reported 2019 YRBS baseline of 49.8%.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from August 20, 2021, through September 23, 2021. The Department received eight (8) responses. Four (4) responses were reviewed and scored by a team of qualified individuals and four (4) were disqualified. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to two (2) 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, the Department would have no proactive resources to support anti-vaping media and mass communications and would have to rely on no-cost health communications only. This may lead to an increase in youth and adolescent use of tobacco products, a decrease in tobacco quit attempts, limited availability of

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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cessation services, and limited resources for the prevention of youth initiation of e-cigarette and tobacco use.

Area served: Statewide

Source of Federal Funds: CFDA #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,

DocuSigned by:
Lori A. Shibinette
24B8B37E08EB488..

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2022-DPHS-13-MASSM

Project Title Mass Media Campaigns to Promote Pre-Teen and Adolescent Vaping Prevention and Treatment

	Maximum Points Available	AVC Media	FuseIdeas	JSI	Millennium Agency	InMarket*	ScreenVision Media*	The OOH Squad*	WMUR-HEARST*
Technical									
Experience and Knowledge (Q1)	60	43	30	48	40	0	0	0	0
Media Marketing Strategies (Q2)	60	45	40	49	40	0	0	0	0
Campaign Evaluation (Q3)	40	25	40	35	20	0	0	0	0
Negotiating Practices (Q4)	40	35	40	35	40	0	0	0	0
Successful Campaign Outcomes (Q5)	30	20	15	30	15	0	0	0	0
Promoting Behavior Change (Q6)	30	15	15	30	15	0	0	0	0
Youth Influencers or Ambassadors (Q7)	30	28	25	30	15	0	0	0	0
Performance Measure Metrics (Q8)	30	20	20	30	0	0	0	0	0
Subtotal - Technical	300	231	225	287	185	0	0	0	0
Cost									
Budgets (Appendix C) and Budget Narratives	70	20	10	70	20	0	0	0	0
Program Staff Lists (Appendix D)	30	0	9	30	9	0	0	0	0
Subtotal - Cost	100	20	19	100	29	0	0	0	0
TOTAL POINTS	400	251	244	387	214	0	0	0	0

*Disqualified

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Kira Hegeman</u>	<u>Business Administrator II</u>
2 <u>Lisa Cecciola</u>	<u>Administrator II</u>
3 <u>Jessica Morton</u>	<u>Program Specialist IV</u>
4 <u>Donna Asbury</u>	<u>Administrator II</u>
5 <u>Amanda Spreeman</u>	<u>Program Specialist IV</u>

Subject: Mass-Media Campaigns to Promote Vaping Prevention and Treatment to Pre-Teens and Adolescents (RFP-2022-DPHS-13-MASSM-01)

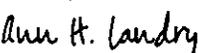
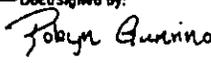
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc. d/b/a Community Health Institute		1.4 Contractor Address 501 South Street, 2nd Fl. Bow, NH 03304	
1.5 Contractor Phone Number (603) 573-3300	1.6 Account Number 05-95-90-902010-5608 05-95-92-920510-1981	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$440,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 1/31/2022		1.12 Name and Title of Contractor Signatory Susan Grantham Vice President, Health Services Division	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 2/1/2022		1.14 Name and Title of State Agency Signatory Ann H. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  On: 2/3/2022 <small>748734844841480</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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, formulac, 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, 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
Mass-Media Campaigns to Promote Vaping Prevention and Treatment
to Pre-Teens and Adolescents**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. 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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. 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.

**New Hampshire Department of Health and Human Services
Mass-Media Campaigns to Promote Vaping Prevention and Treatment
to Pre-Teens and Adolescents**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall develop and implement vaping prevention and treatment mass media campaigns intended to decrease use and provide support to Middle and High School Aged Youth, statewide.
- 1.2. For the purposes of this Agreement, social marketing is defined as the application of commercial marketing technologies for the analysis, planning, execution, and evaluation of programs designed to influence voluntary behavior of Middle and High School Aged Youth in order to improve their personal welfare and that of society.
- 1.3. The Contractor shall develop, promote and disseminate marketing materials, upon approval by the Department, as part of a statewide marketing, media and communications campaign to reduce electronic cigarette initiation and use among Middle and High School Aged Youth.
- 1.4. The selected Vendor will assist the Department with:
 - 1.4.1. Increasing engagement through primary and secondary tobacco prevention mass media marketing;
 - 1.4.2. Aligning vaping prevention and treatment with NH adolescent networks and;
 - 1.4.3. Supporting communications with stakeholders.
- 1.5. The Contractor shall ensure campaigns incorporate:
 - 1.5.1. Behavior change theories;
 - 1.5.2. Marketing principles;
 - 1.5.3. Health communication principles; and
 - 1.5.4. Current best practices in accordance with the Centers for Disease Control; and
 - 1.5.5. Paid, earned digital and social media strategies focused on primary and secondary tobacco prevention.

1.6. Campaign Development Strategies

- 1.6.1. The Contractor shall develop the campaign utilizing a research-driven and audience-centered approach, grounded on behavior change theories. The Contractor shall:
 - 1.6.1.1. Conduct research and strategy;
 - 1.6.1.2. Conduct inventory of existing marketing materials; and
 - 1.6.1.3. Identify existing related national social marketing campaigns or campaigns with related content.

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EXHIBIT B

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- 1.6.2. The Contractor shall conduct formative research to determine:
 - 1.6.2.1. NH youth knowledge of e-cigarettes and/or vaping;
 - 1.6.2.2. Attitudes, and
 - 1.6.2.3. Behaviors around risk, risk reduction, and prevention.
 - 1.6.3. The Contractor shall develop a preliminary market research plan prior to commencing market research and determining final budgetary decisions to achieve:
 - 1.6.3.1. Non-profit rates;
 - 1.6.3.2. Bonus weight based on the overall investment (discount); and
 - 1.6.3.3. Taggables (sponsorship).
 - 1.6.4. The Contractor shall, through connections with partner organizations and a series of participatory design workshops, conduct focus groups and workshops with NH youth to:
 - 1.6.4.1. Understand current message receptivity; and
 - 1.6.4.2. Create additional core campaign messages and imagery as needed.
 - 1.6.5. The Contractor shall ensure focus groups and workshops:
 - 1.6.5.1. Take place in person or virtually (using Zoom or another video conferencing platform);
 - 1.6.5.2. Empower youth and stakeholders to identify the health problem in their own words in order to define what nicotine risk reduction and prevention looks like to them; and
 - 1.6.5.3. Are utilized to learn health communication strategies to inform the development of campaign trajectory and adaptation.
 - 1.6.6. The Contractor shall utilize the youth-stakeholder designs as a solid foundation for creating campaign concepts and adapt messages as needed.
 - 1.6.7. The Contractor shall develop a strategic campaign planning process that focuses on:
 - 1.6.7.1. Vaping prevention and treatment health information; and
 - 1.6.7.2. Communication preferences of Middle and High School Aged Youth.

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EXHIBIT B

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- 1.6.8. The Contractor shall utilize an audience-centered approach to develop each vaping prevention and treatment campaign with special consideration given to:
- 1.6.8.1. Priority audiences' health literacy level;
 - 1.6.8.2. Language preferences; and
 - 1.6.8.3. Compliance with the American Disabilities Act.
- 1.6.9. The Contractor shall identify existing effective media campaigns from other communities or reputable sources that may be adapted for the Middle and High School Aged Youth population as appropriate. The contractor shall:
- 1.6.9.1. Collect and summarize data and findings from other similar campaigns; and
 - 1.6.9.2. Continue formative research by conducting additional focus groups and/or key informant interviews (KII) with stakeholders, community organizations and youth leaders.
- 1.6.10. The Contractor shall conduct additional focus groups and/or KII to:
- 1.6.10.1. Determine modifications required on existing materials and messages based on their existing use in the community;
 - 1.6.10.2. Test current cessation and prevention messages as well as any other campaign concepts that rise to the top through the formative research process; and
 - 1.6.10.3. Identify community organizations in collaboration with the Department to recruit individuals to review pre-developed messages and materials.
- 1.6.11. The Contractor shall develop a summary of the message testing results and provide campaign recommendations to the Department and stakeholders prior to proceeding with campaign concepts. Recommendations must include:
- 1.6.11.1. Audience personas to guide any new creative development;
 - 1.6.11.2. Key messaging and supportive messaging segmented by audience;
 - 1.6.11.3. Creative development concepts segmented by audience to enhance current campaigns;

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Mass-Media Campaigns to Promote Vaping Prevention and Treatment
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EXHIBIT B

- 1.6.11.4. A paid and organic campaign approach, including:
 - 1.6.11.4.1. Digital media (including Google Ads and Snapchat/geotargeting);
 - 1.6.11.4.2. Social media;
 - 1.6.11.4.3. Streaming audio; and
 - 1.6.11.4.4. Direct marketing approaches.
 - 1.6.11.4.5. Out-of-home and event marketing; and
 - 1.6.11.4.6. Key performance indicators and approach to initial campaign measurement to ensure effective media spend.
- 1.6.12. The Contractor shall develop additional key campaign messaging segmented by audience as needed, to ensure:
 - 1.6.12.1. Campaign concepts align with health behavior change best practices;
 - 1.6.12.2. Increased message efficacy; and
 - 1.6.12.3. Avoidance of stigmatizing or traumatizing content by incorporating best practices in the development of every aspect of each campaign, including:
 - 1.6.12.3.1. CDC's Best Practices User Guide: Health Communications;
 - 1.6.12.3.2. Best Practices User Guide: Health Equity; and
 - 1.6.12.3.3. Best Practices User Guide: Partnerships in planning and implementing.
- 1.7. **Community Engagement**
 - 1.7.1. The Contractor shall collaborate with prevention partners and community leaders across the State to:
 - 1.7.1.1. Extend the reach of campaign messaging; and
 - 1.7.1.2. Sustain vaping prevention and treatment efforts.
 - 1.7.2. The Contractor shall collaborate with The Partnership @drugfreeNH (The Partnership), which is the public-private collaboration between the Department's Bureau of Drug and Alcohol Services, the NH Governor's Commission on Alcohol and Other Drugs, the NH Charitable Foundation, and the NH Center for Excellence to End Addiction, operated and managed by the Contractor.

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EXHIBIT B

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- 1.7.3. The Contractor shall collaborate with the Dover Youth-to-Youth to engage Media Power Youth (MPY) to identify brand ambassadors for the campaigns as well as the 'Save Your Breath' and 'My Life, My Quit' campaigns.
- 1.7.4. The Contractor shall:
- 1.7.4.1. Plan and implement consistent statewide messaging strategies by mapping and integrating available resources;
 - 1.7.4.2. Utilize available communication resources including, but not limited to:
 - 1.7.4.2.1. The Partnership's website;
 - 1.7.4.2.2. Social media channels;
 - 1.7.4.2.3. Listserv;
 - 1.7.4.2.4. Online events calendar; and
 - 1.7.4.2.5. The Contractor's new podcast series - "The Power of Prevention."
 - 1.7.4.3. Develop and distribute age-appropriate information and campaign resources in collaboration with:
 - 1.7.4.3.1. Schools;
 - 1.7.4.3.2. After-school programs; and
 - 1.7.4.3.3. NH Department of Education, Office of Social and Emotional Wellness.
 - 1.7.4.4. Engage partners, schools and pediatric providers in prevention efforts to understand usefulness and effectiveness of the current campaign tools through KIIIs;
 - 1.7.4.5. Include media placements aimed at healthcare providers and community organizations to promote the campaign resources;
 - 1.7.4.6. Promote the eLearning video and web-based opportunities for:
 - 1.7.4.6.1. Pediatric vaping cessation and referral to treatment; and
 - 1.7.4.6.2. NH SBIRT efforts conducted around pediatric interventions for screening for substance use.

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EXHIBIT B

1.8. Campaign Implementation

- 1.8.1. The Contactor shall implement the campaigns upon Department approval of each campaign brand palette.
- 1.8.2. The Contractor shall execute a "promoted launch" of each campaign no later than September, 2022 that will include releasing materials including, but not limited to, updated website content.
- 1.8.3. The Contractor shall ensure final campaign materials are acceptable to the intended audiences during any materials testing. Campaign materials include:
 - 1.8.3.1. Messages;
 - 1.8.3.2. Photography; and
 - 1.8.3.3. Graphics.
- 1.8.4. The Contractor shall implement a layered messaging technique, which may overlap, resulting in multiple message campaigns reaching the same demographic, peer and/or age groups, including:
 - 1.8.4.1. Youth ages 13-15/middle school;
 - 1.8.4.2. Youth ages 16-18/high school;
 - 1.8.4.3. Youth in identified peer crowds;
 - 1.8.4.4. Youth who experience depression;
 - 1.8.4.5. Youth who have experienced substance use in the home and/or are experiencing poor mental health in the past thirty (30) days;
 - 1.8.4.6. Latinx Youth; and
 - 1.8.4.7. Youth who have other known risk factors.
- 1.8.5. The Contractor shall work collaboratively with the Department and the Department's partners to:
 - 1.8.5.1. Identify media outlets and pitches;
 - 1.8.5.2. Track media coverage; and
 - 1.8.5.3. Create media kits adaptable for different markets.
- 1.8.6. The Contractor shall design and implement special events that align with national awareness months including, but not limited to:
 - 1.8.6.1. World No Tobacco Day;
 - 1.8.6.2. Take Back Tobacco Day; and

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- 1.8.6.3. SAMHSA's national prevention week, in May.
- 1.8.7. The Contractor shall collaborate with a local muralist to create murals in NH counties with higher youth vape usage rates and/or locations where there is a potential high impact to engage youth and the media.
- 1.8.8. The Contractor shall in partnership with the local Muralist, The Partnership @drugfreeNH and the youth-serving partners as specified in 1.8.10, identify youth and young adult prevention advocates to support the development of the murals to ensure murals reflect the attitudes, beliefs and experiences of Middle and High School Aged Youth across the State.
- 1.8.9. The Contractor shall partner with its contacts at Media Power Youth and the Governor's Youth Advisory Council on Substance Misuse and Prevention to gain:
 - 1.8.9.1. Youth expertise;
 - 1.8.9.2. Awareness; and
 - 1.8.9.3. Buy-in for the mural content and creation.
- 1.8.10. The Contractor shall collaborate with youth in each region of the State to further foster community engagement and positive attitudes toward the murals and in turn the resources of QuitNow-NH and the NH Tobacco Prevention and Cessation Program. The Contractor shall:
 - 1.8.10.1. Create specific hashtags for each mural; and
 - 1.8.10.2. Encourage individuals to take photos with the murals and share the photos and hashtags with their online communities.
 - 1.8.10.3. Allow prevention organizations to download and print high-resolution versions of the murals to showcase and display in their organizations to drive visitors to the campaign website.
- 1.8.11. The Contractor shall:
 - 1.8.11.1. Collaborate with national and local media partners to negotiate the best and lowest non-profit rates as well as matches and in-kind media placement to ensure the most value. Placements include:
 - 1.8.11.1.1. Radio;
 - 1.8.11.1.2. Native, defined as online publication material that resembles the publication's editorial content but is paid for by an advertiser and

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- intended to promote the advertiser's product;
and
- 1.8.11.1.3. Streaming;
 - 1.8.11.2. Collaborate with representatives of Google and TikTok to ensure ads are optimized continuously.
 - 1.8.11.3. Utilize its long-standing relationships across NH media markets including, but not limited to:
 - 1.8.11.3.1. Cable Television.
 - 1.8.11.3.2. Local Broadcasters.
 - 1.8.11.3.3. Radio.
 - 1.8.12. The Contractor shall implement campaigns utilizing:
 - 1.8.12.1. Advertising including native, display and social/digital;
 - 1.8.12.2. Print; and
 - 1.8.12.3. Direct mail.
 - 1.8.13. The Contractor shall receive quotes, insertion orders and proof of placement from advertising and media vendors and develop a grid of:
 - 1.8.13.1. Channels;
 - 1.8.13.2. Flights;
 - 1.8.13.3. Costs;
 - 1.8.13.4. Impressions; and
 - 1.8.13.5. Reach for each campaign.
 - 1.8.14. The Contractor shall:
 - 1.8.14.1. Select behavior change theory to drive the campaigns; and
 - 1.8.14.2. Apply behavior change strategies that includes a combination of platforms, including:
 - 1.8.14.2.1. Digital;
 - 1.8.14.2.2. Social; and
 - 1.8.14.2.3. Traditional media.
 - 1.8.15. The Contractor shall utilize a blend of digital and social media to increase campaign engagement among Middle and High School Aged Youth with high-use and easy-access to digital platforms.

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- 1.8.16. The Contractor shall utilize and enhance the web presence for the 'Save Your Breath' and 'My Life My Quite' campaigns to ensure the Web sites are supported and maintained throughout the term of the Agreement.
 - 1.8.17. The Contractor shall conduct focus groups with Spanish-speaking youth with a Spanish-speaking facilitator to gain knowledge for the purpose of tailoring messaging and content to this population.
 - 1.8.18. The Contractor shall place an emphasis on digital media that allows for sophisticated audience engagement and greater efficiency with media spend. The Contractor shall:
 - 1.8.18.1. Receive real-time feedback on digital campaign performance.
 - 1.8.18.2. Tailor campaign advertisements to drive more engagement to the campaign's calls to actions.
 - 1.8.18.3. Utilize detailed behavioral and audience identification to run campaign materials on websites and applications (apps) frequented by the population.
 - 1.8.18.4. Display static and rich media ads on websites and/or social media apps while videos run in-stream or pre-roll to serve ads to Middle and High School Aged Youth to capture their attention while online.
 - 1.8.18.5. Engage viewers who have shown interest in the content using marketing techniques.
 - 1.8.19. The Contractor shall ensure digital content that maximizes the engagement capabilities of each platform, including:
 - 1.8.19.1. Aligning digital media buys with important events or holidays;
 - 1.8.19.2. Dropping advertisements in specific locations using geo-targeting and location fencing;
 - 1.8.19.3. Creating geo-targeted content at:
 - 1.8.19.3.1. State fairs, festivals, and/or concerts in priority locations; and
 - 1.8.19.3.2. At events popular among Middle and High School Age Youth
 - 1.8.20. The Contractor shall utilize over the top (OTT) media services, offered directly to viewers via the Internet, which bypasses cable, broadcast, and satellite television platforms to:

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- 1.8.20.1. Supplement traditional media to split campaign messages between linear media systems and OTT services that the target population can easily access when they want allowing the campaign to be hyper-targeted and focused.
 - 1.8.20.2. Use the same type of audience segmentation that social media platforms allow to reach specific audiences with the desired messages as compared to traditional television ad buys, which includes audiences by:
 - 1.8.20.2.1. Age,
 - 1.8.20.2.2. Location, and
 - 1.8.20.2.3. Personas.
 - 1.8.21. The Contractor shall in collaboration with the Department deploy media placements across a strategic mix of media channels.
- 1.9. Project Management**
- 1.9.1. The Contractor shall develop and submit Work Plans to the Department in accordance with Section 3. Deliverables and Reporting Requirements. Work Plan activities must include but are not limited to:
 - 1.9.1.1. Creative development;
 - 1.9.1.2. Producing promotional materials; and
 - 1.9.1.3. Monitoring media consumption.
 - 1.9.2. The Contractor shall utilize the Performance Measures in Section 4 for:
 - 1.9.2.1. Media planning,
 - 1.9.2.2. Placement,
 - 1.9.2.3. Monitoring,
 - 1.9.2.4. Metrics, and
 - 1.9.2.5. Paid and earned media efforts.
 - 1.9.3. The Contractor shall develop a schedule of monthly conference calls and in-person and/or virtual meetings with the Department.
 - 1.9.4. The Contractor shall develop communication and approval processes that ensures effective collaboration with the Department.

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1.10. Campaign Evaluation

1.10.1. The Contractor shall coordinate with the Department Evaluator to ensure evaluation metrics and process methods of the short- and long-term outcomes are considered in all phases of the campaigns.

1.10.2. The Contractor shall provide campaign data to the Department Evaluator, including, but not limited to:

1.10.2.1. Percentage of the intended audience that can accurately recall campaign message;

1.10.2.2. Extent to which audience members believe that campaign messages were convincing, made them think about their actions, or prompted discussion;

1.10.2.3. Increase in visits to cessation websites or calls to quitline or text cessation services;

1.10.2.3.1. Adoption of policy;

1.10.2.3.2. Percentage decline in tobacco use rates; and

1.10.2.4. Return on investment calculations including, but not limited to:

1.10.2.4.1. Cost per smoker who quit.

1.10.2.4.2. Cost per quality-adjusted life years saved.

1.11. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

2. Exhibits Incorporated

2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.2. The Contractor shall comply with Standard Exhibits D through H, J and K, which are attached hereto and incorporated by reference herein.

3. Deliverables and Reporting Requirements

3.1. The Contractor shall submit a Work Plan for Year One (1) of the Agreement Term for Department approval, in a format approved by the Department and no greater than three (3) pages in length, within fifteen business (15) days of the Contract Effective Date that must include, but is not limited to,

3.1.1. Campaign objectives;

3.1.2. Activities and

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- 3.1.3. Outcomes.
- 3.2. The Contractor shall submit subsequent annual Work Plans for each State Fiscal Year of the Agreement Term for Department approval by July 1 each Contract Year:
- 3.3. The Contractor shall provide Work Plan Status Reports to the Department on a quarterly and annual basis, and more frequently as requested by the Department, which must include, but is not limited to:
- 3.3.1. Status of all items required in the annual Work Plans in accordance with Paragraph 1.9.1.
- 3.3.2. Number and reach of paid and earned media efforts targeting Middle and High School Aged Youth to prevent and reduce tobacco use.
- 3.3.3. Number and reach of paid and earned media efforts targeting Middle and High School Aged Youth to raise awareness of quit support services and promote quitting, and reduce tobacco dependence.
- 3.4. The Contractor shall provide a Final Status Report to the Department, in a format satisfactory to the Department, within thirty business (30) days of the Agreement End Date that must include:
- 3.4.1. A summary of all services provided; and
- 3.4.2. Goals and objectives achieved, including but not limited to the Performance Measures in Subsection 4, which are subject to change by the Department.
- 3.5. The Contractor may be required to collect and share other key data and metrics with the Department upon request in a format as specified by the Department.
4. Performance Measures
- 4.1. The Contractor shall meet the following Performance Measures:
- 4.1.1. 'My Life, My Quit' users increase by a minimum of five hundred (500) participants (Baseline: 0 participants).
- 4.1.2. E-cigarette use among Middle and High School Aged Youth indicates a decrease by a minimum of five percent (5%), which will be reflected in the Youth Risk Behavior Survey (YRBS). (Baseline: 34% as reported in The 2019 YRBS).
- 4.1.3. E-cigarette initiation among Middle and High School Aged Youth indicates a decrease by a minimum of five percent (5%), which will be reflected in the YRBS. (Baseline: 49.8% as reported in the 2019 YRBS).

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4.1.4. The Department may identify additional performance measures, which may include but are not limited to, baselines and target performance indicators.

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.

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

5.2.1. The Contractor shall submit, within ten (10) business days of the Agreement 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 Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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 Agreement 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.

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5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement 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.

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.

6.1.3. Statistical records for each mass media campaign, records regarding all invoices submitted to the Department to obtain payment for such services.

6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. The Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 34% Federal funds from the Substance Abuse Prevention and Treatment Block Grant COVID-19 Supplemental Award, as awarded on March 15, 2021, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, CFDA #93.387; FAIN NU58DP006786; and
 - 1.2. 66% General funds.
2. 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 items, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
3. 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.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dohhs.nh.gov, or invoices may be mailed to:
Financial Manager
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
5. 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.
6. 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.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. 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.

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9. 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.
10. 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.
11. Audits
- 11.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
- 11.1.1. 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.
- 11.1.2. 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.
- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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

New Hampshire Department of Health and Human Services

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

Budget Request for: Mass Media Campaigns to Promote Pre-Teen and Adolescent Vaping Prevention and Treatment - BDAS
(Name of RFP)

Budget Period: February 16, 2022 - 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	\$ 40,434.50	\$ -	\$ 40,434.50			\$ -	\$ 40,434.50		\$ 40,434.50
2. Employee Benefits	\$ 18,963.78	\$ -	\$ 18,963.78			\$ -	\$ 18,963.78		\$ 18,963.78
3. Consultants	\$ -	\$ -	\$ -			\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -			\$ -
Rental	\$ -	\$ -	\$ -			\$ -			\$ -
Repair and Maintenance	\$ -	\$ -	\$ -			\$ -			\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -			\$ -			\$ -
5. Supplies:	\$ -	\$ -	\$ -			\$ -			\$ -
Educational	\$ -	\$ -	\$ -			\$ -			\$ -
Lab	\$ -	\$ -	\$ -			\$ -			\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -			\$ -
Medical	\$ -	\$ -	\$ -			\$ -			\$ -
Office	\$ -	\$ -	\$ -			\$ -			\$ -
6. Travel	\$ -	\$ -	\$ -			\$ -			\$ -
7. Occupancy	\$ -	\$ -	\$ -			\$ -			\$ -
8. Current Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
Telephone	\$ -	\$ -	\$ -			\$ -			\$ -
Postage	\$ -	\$ -	\$ -			\$ -			\$ -
Subscriptions	\$ -	\$ -	\$ -			\$ -			\$ -
Audit and Legal	\$ -	\$ -	\$ -			\$ -			\$ -
Insurance	\$ -	\$ -	\$ -			\$ -			\$ -
Board Expenses	\$ -	\$ -	\$ -			\$ -			\$ -
9. Software	\$ -	\$ -	\$ -			\$ -			\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -			\$ -			\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -			\$ -			\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -			\$ -			\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -			\$ -			\$ -
Qualtrics, Printing, CART Transation	\$ 2,487.50	\$ -	\$ 2,487.50			\$ -	\$ 2,487.50		\$ 2,487.50
Indirect Costs (21.23%)	\$ 13,134.22	\$ -	\$ 13,134.22			\$ -	\$ 13,134.22	\$ -	\$ 13,134.22
	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -			\$ -
TOTAL	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00

JSI's current Negotiated Indirect Cost Recovery Agreement (NICRA) includes fringe benefits and other general operating costs and is based on an audit of JSI's actual expenses. JSI's fringe rate (employee benefits) is calculated at 46.9% of direct labor (salary/wages). The fringe rate includes holiday, sick, and vacation time, payroll taxes, retirement plan contributions, health insurance, workers' compensation, short and long-term disability, and other benefits. The general indirect line includes operating costs to support project activities including occupancy, equipment, general office supplies, telecommunications and other current expenses, information systems, accounting and payroll, human resources and staff development, and general administrative support costs, and based on an audit of actual JSI expenses. The approved basis for application of the 21.23% general indirect rate is labor, fringe and total direct costs (excluding subcontracts, subgrants and equipment with a unit cost over \$5,000).

New Hampshire Department of Health and Human Services

Contractor Name: JSI Research and Training Institute, Inc. d/b/a Community Health Institute

Project Title: Mass Media Campaign to Promote Pre-Teen and Adolescent Vaping Prevention and Treatment - TPCP

Budget Period: February 16, 2022 - 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	\$ 41,500.70	\$ -	\$ 41,500.70	\$ -	\$ -	\$ -	\$ 41,500.70	\$ -	\$ 41,500.70
2. Employee Benefits	\$ 19,463.83	\$ -	\$ 19,463.83	\$ -	\$ -	\$ -	\$ 19,463.83	\$ -	\$ 19,463.83
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 43.32	\$ -	\$ 43.32	\$ -	\$ -	\$ -	\$ 43.32	\$ -	\$ 43.32
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communicators	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
13. Other: Printing & Production	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
Materials	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00
Shipping	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Focus Groups	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
Indirect Costs (20.5%)	\$ 24,892.15	\$ -	\$ 24,892.15	\$ -	\$ -	\$ -	\$ 24,892.15	\$ -	\$ 24,892.15
TOTAL	\$ 143,098.00	\$ -	\$ 143,098.00	\$ -	\$ -	\$ -	\$ 143,098.00	\$ -	\$ 143,098.00

JSI's current Negotiated Indirect Cost Recovery

New Hampshire Department of Health and Human Services

Contractor Name: JSI Research and Training Institute, Inc. d/b/a Community Health Institute

Project Title: Mass Media Campaigns to Promote Pre-Teen and Adolescent Vaping Prevention and Treatment - TPCP

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRIS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,500.70	\$ -	\$ 41,500.70	\$ -	\$ -	\$ -	\$ 41,500.70	\$ -	\$ 41,500.70
2. Employee Benefits	\$ 19,463.83	\$ -	\$ 19,463.83	\$ -	\$ -	\$ -	\$ 19,463.83	\$ -	\$ 19,463.83
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 43.32	\$ -	\$ 43.32	\$ -	\$ -	\$ -	\$ 43.32	\$ -	\$ 43.32
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Divers Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
13. Other Printing & Production	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00
Miscellaneous	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00
Shipping	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Focus Groups	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00
Indirect Costs (20.5%)	\$ 24,692.15	\$ -	\$ 24,692.15	\$ -	\$ -	\$ -	\$ 24,692.15	\$ -	\$ 24,692.15
TOTAL	\$ 145,000.00	\$ -	\$ 145,000.00	\$ -	\$ -	\$ -	\$ 145,000.00	\$ -	\$ 145,000.00

JSI's current Negotiated Indirect Cost Recovery



USAID
FROM THE AMERICAN PEOPLE

NEGOTIATED INDIRECT COST RATE AGREEMENT

September 30, 2021

John Snow, Incorporated
JSI Research and Training Institute, Inc.
44 Farnsworth Street
Boston, MA 02210-1211

Pursuant to §742.770 of the U.S. Agency for International Development Acquisition Regulation (AIDAR), the rates in this Agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section II.A, below.

SECTION I: NEGOTIATED INDIRECT COST RATES

TYPE	EFFECTIVE PERIOD		FRINGE (a)	INDIRECT COST RATE OVERHEAD (b)
	FROM	THROUGH		
Provisional	01-01-16	12-31-16	N/A	79.25%
Provisional	01-01-17	12-31-17	N/A	83.77%
Provisional	01-01-18	12-31-18	N/A	85.02%
Provisional	01-01-19	12-31-19	N/A	87.56%
Provisional	01-01-20	12-31-20	N/A	90.00%
Provisional	01-01-21	12-31-21	N/A	88.56%
Provisional	01-01-22	Until Amended	46.90%	21.23%

Base of Application

- a) US payroll labor dollars
- b) Direct labor dollars plus holiday, sick, and vacation

Effective 01/01/2022, the base of application is Total direct costs excluding subcontracts, subgrants, and equipment costs over \$5,000

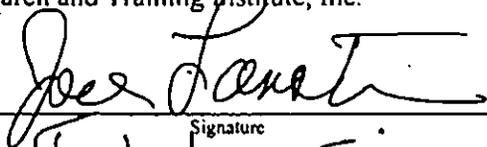
SECTION II: GENERAL

- A. LIMITATIONS: Use of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the grantee/contractor or allocated to the grantee/contractor via an approved central service cost allocation plan were included in its indirect cost rate proposal and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles,
 2. That the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) to herein is not subsequently found to be materially inaccurate,
 3. That the same costs that have been treated as indirect costs have not been claimed as direct costs, and
 4. That similar types of costs have been accorded consistent treatment.
- B. ACCOUNTING CHANGES: The grantee/contractor is required to provide written notification to the indirect cost negotiator prior to implementing any changes which could affect the applicability of the approved rates. Any changes in accounting practice to include changes in the method of charging a particular type of cost as direct or indirect and changes in the indirect cost allocation base or allocation methodology require the prior approval of the Office of Overhead, Special Cost and Closeout (OCC). Failure to obtain such prior written approval may result in cost disallowance.
- C. NOTIFICATION TO FEDERAL AGENCIES: A copy of this document is to be provided by this organization to other Federal funding sources as a means of notifying them of the Agreement contained herein.
- D. PROVISIONAL-FINAL RATES: The grantee/contractor must submit a proposal to establish a final indirect cost rate within six months after its fiscal year end. Billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

E. SPECIAL REMARKS:

1. Indirect costs charged to Federal grants/contracts by means other than the rate(s) cited in the agreement should be adjusted to the applicable rate(s) cited herein which should be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
2. Grants/contracts providing for ceilings as to the indirect cost rate(s) or amount(s), which are indicated in Section I above, will be subject to the ceilings stipulated in the grant, contract or other agreement. The ceiling rate(s) or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the grant or contract agreement.
3. The rates hereby approved are subject to periodic review by the Government at any time their use is deemed improper or unreasonable. You are requested to advise the Government promptly of any circumstances, which could affect the applicability of the approved rates.
4. You are directed to submit adjustment or final financial expenditure reports (SF-425) for all flexibly priced grants and other agreements; or adjustment or final vouchers for all flexibly priced contracts within 120 days after settlement of the final annual indirect cost rates. Audit adjustments should be clearly delineated so as to be readily identifiable for verification by this office. Care should be taken that amounts claimed do not exceed award limitations or indirect cost rate ceilings. USAID will deobligate any remaining funds if the required financial expenditure reports or vouchers are not submitted within 120 days. Once the money is de-obligated, it will not be reinstated.

ACCEPTED: John Snow, Incorporated
JSI Research and Training Institute, Inc.

By: 
Signature
Joel Hamstein
Printed or Typed Name
President
Title
10/1/21
Date

Eugenia Brown Digitally signed
 by Eugenia Brown
 Date: 2021.09.30
 16:40:57 -04'00'

Eugenia L. Brown
 Contracting Officer
 Overhead, Special Cost and Closeout Branch
 Cost, Audit and Support Division
 Office of Acquisition and Assistance
 Management Bureau
 U.S. Agency for International Development

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

1/31/2022

Date

DocuSigned by:

Susan Grantham

Name: Susan Grantham

Title: Vice President, Health Services Division

DS
SG

Vendor Initials
Date 1/31/2022

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

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

Vendor Name:

1/31/2022

Date

DocuSigned by:

 Name: Susan Grantham
 Title: vice president, Health Services Division

Vendor Initials 
 Date 1/31/2022

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

1/31/2022

Date

DocuSigned by:

Susan Grantham

Name: Susan Grantham

Title: vice President, Health Services Division

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SG

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

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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:

1/31/2022

Date

DocuSigned by:

Susan Grantham

Name: Susan Grantham

Title: vice President, Health Services Division

Exhibit G

Contractor Initials

OS
SG

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:

1/31/2022

Date

DocuSigned by:

Susan Grantham

Name: Susan Grantham

Title: Vice President, Health Services Division

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials  Date 1/31/2022



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:

1/31/2022

Date

DocuSigned by:

Susan Grantham

Name: Susan Grantham

Title: vice President, Health Services Division

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Contractor Initials

1/31/2022
Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The DUNS number for your entity is: 14-572-9117
- 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?

 X NO YES

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

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

- 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:

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

Name: _____	Amount: _____

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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- 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

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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