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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim 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

April 15, 2024

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., (VC# 161611), Bow, New Hampshire, to continue to provide early childhood health services and referral coordination to families with children, birth to three (3) years of age, by exercising a contract renewal option, by increasing the price limitation by \$30,000 from \$520,000 to \$550,000 and by extending the completion date from June 30, 2024 to May 31, 2025, effective May 1, 2024 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #33 and most recently amended with Governor and Council approval on March 8, 2023, item #5A.

Funds are available in the following accounts for State Fiscal Year 2024 and available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractor to provide education, resources and referral coordination. The Contractor will develop educational materials for families who have a child diagnosed with a medical condition and for providers on what resources are available in their area/region for education and treatment. The materials will include programs within the state of NH, such as early intervention services and special medical services.

The Contractor will continue to support and strengthen family and early childhood systems of care to improve communication and service coordination among health and community program partners. This request will allow the Contractor to develop resources and educational materials for families with children, prenatal to three (3), around referral coordination and provider engagement. The additional services will enable more coordinated and efficient care for families and their children related to needs for their medical condition and related care.

The Department will continue to monitor services monthly by ensuring the Contractor:

- Develops and implements, at a minimum, two training programs and education materials;

- Increases health provider engagement in care coordination strategies and promotes best practices to provide care coordination and screening tools to strengthen connections to needed services.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original 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. The Department is exercising its option to renew services for eleven (11) months of the eleven (11) months available.

Should the Governor and Council not authorize this request, access to early childhood health services and referral coordination to families with young children and efficient coordination with community-based programs for these needs would be diminished.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.110, FAIN #H4NMC49266.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-90-901010-5771 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES
100% Federal Funds

JSI Research and Training, Inc.

Vendor #161611

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Grants for Pub Asst and Rel	90577170	\$156,000	\$0	\$156,000
2023	074-500589	Grants for Pub Asst and Rel	90577150	\$364,000	\$0	\$364,000
2024	074-500589	Grants for Pub Asst and Rel	90577170	\$0	\$0	\$0
		Sub Total		\$520,000	\$0	\$520,000

05-95-90-902010-4301 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH AND NUTRITION, NEWBORN SCREENING PROGRAM

JSI Research and Training, Inc.

Vendor #161611

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2024	102-500731	Contracts for Program Services	90004115	\$0	\$10,000	\$10,000
2025	102-500731	Contracts for Program Services	90004115	\$0	\$20,000	\$20,000
		Sub Total		\$0	\$30,000	\$30,000

Overall Total	\$520,000	\$30,000	\$550,000
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**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Early Childhood Comprehensive Systems contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #33), as amended on March 8, 2023 (Item #5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$550,000
3. Modify Exhibit C, Payment Terms, Section 1., to read:
 1. This Agreement is funded by:
 - 1.1. 94.55% Federal Funds, New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Center for Disease Control and Prevention, Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises, ALN 93.391, FAIN # NH75OT000031.
 - 1.2. 5.45% Federal Funds, State Newborn Screening System Priorities Program, as awarded on June 1, 2023, by the Health Resources and Services Administration, ALN 93.110, FAIN #H4NMC49266.
4. Modify Exhibit C, Payment Terms, Section 3., to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2 Budget Sheet, Amendment #2.
5. Add Exhibit C-2, Budget Sheet, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 1, 2024, 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

4/15/2024

Date

DocuSigned by:

Iain Watt

Name: Iain Watt

Title: Interim Director - DPHS

JSI Research & Training Institute, Inc.

DocuSigned by:

Katherine Robert

Name: Katherine Robert

Title: Director

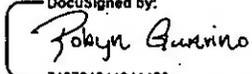
4/11/2024

Date

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2024
Date

DocuSigned by:

748734844044480
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:

New Hampshire Department of Health and Human Services		
Contractor Name:		JSI Research & Training Institute, Inc.
Budget Request for:		Early Childhood Comprehensive Systems
Budget Period:		May 1, 2024-June 30, 2025
Indirect Cost Rate (if applicable)		21.23% for all costs, less subcontracts/awards and equipment costs over \$5,000.
Line Item	Program Cost - Funded by DHHS - 8FY 24	Program Cost - Funded by DHHS - 8FY 25
1. Salary & Wages	\$5,613	\$7,823
2. Fringe Benefits	\$2,635	\$3,672
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$5,000
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$8,247	\$16,495
Total Indirect Costs	\$1,753	\$3,505
Subtotals	\$10,000	\$20,000
	TOTAL	\$30,000

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: 0006558250



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Antonia Powell, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of JSI Research & Training Institute, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 11, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

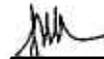
VOTED: That Katherine Robert (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of JSI Research & Training Institute, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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 was **valid thirty (30) days prior to and 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: March 12, 2024



Signature of Elected Officer
Name: Antonia Powell
Title: Assistant Clerk/Secretary

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.

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

September 30, 2022

ASSETS

Current assets:

Cash and cash equivalents	\$	114,171,804
Receivables for program work	\$	52,415,169
Field advances - program	\$	295,716
Employee advances	\$	128,231
Vendor advances	\$	-
Inventory	\$	94,095,116
Prepaid expenses	\$	8,241,061

Total current assets **269,347,097**

Property and equipment, net	\$	2,450,128
Loan receivable	\$	26,000
Other Assets	\$	607,089

Total assets **272,430,314**

LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable and payroll withholdings	\$	71,581,186
Accrued vacation	\$	2,581,182
Advances for program work	\$	118,614,621
Notes payable	\$	-
Contingencies	\$	-

Total current liabilities **192,776,989**

Net assets:

Without donor restrictions	\$	78,902,658
With donor restrictions	\$	750,667

Unrestricted
Total net assets **79,653,325**

Total liabilities and net assets **\$ 272,430,314**

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2022

NET ASSETS WITHOUT DONOR RESTRICTIONS

Public support and revenue	
Public support:	
Global Fund	519,919,583
Government grants and contracts:	
U.S. Government	216,420,899
Commonwealth of Massachusetts	9,420,591
Other grants and contracts	85,315,961
Program income	182,784
Contributions	2,492,119
Net assets released from restriction	1,165
Gain on forgiveness of debt	-
In-kind project contributions	2,031,763
Other income	1,600
Interest income	118,737
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Total support and revenue	835,905,202
Expenses	
Program services:	
International programs	750,754,663
Domestic programs	37,361,211
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Total program services	788,115,875
Supporting services	
Management and general	33,382,268
Fundraising	1,134,482
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Total supporting services	34,516,750
Other Expenses	
Unallowable	488,476
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Total other expenses	488,476
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Total expenses	823,121,100
Increase in net assets without donor restrictions	12,784,102
Increase in net assets with donor restrictions	202,250
Increase (decrease) in net assets	12,986,352
Net assets at beginning of year	66,666,972
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Net assets at end of year	79,653,324
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The accompanying notes are an integral part of this consolidated financial statement.

JSI Research and Training Institute, Inc.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year ended September 30, 2022

	Program services			Supporting services		Total expenses
	International programs	Domestic programs	Total	Management and general	Fundraising	2022
Commodities	468,455,677	-	468,455,677	-	-	468,455,677
Freight Costs	53,466,245	-	53,466,245	-	-	53,466,245
Salaries	37,113,525	22,966,785	60,080,310	14,783,506	954,845	75,818,461
Consultants	16,584,797	6,627,483	23,212,280	2,610,360	24,303	25,846,943
Cooperating national salaries	38,225,002	192,783	38,417,785	432,068	-	38,849,852
Travel	18,922,317	630,242	19,552,559	333,691	-	19,886,250
Allowance and training	6,447,868	175,905	6,623,773	657,825	21,311	7,302,909
Subgrants	29,745,983	204,079	29,950,062	36,025	1,778	29,987,865
Subcontracts	47,175,365	4,208,684	51,384,050	-	-	51,384,050
Equipment, material and supplies	8,004,374	125,604	8,129,978	674,690	3,435	8,808,103
Other costs	22,222,640	2,228,806	24,451,446	13,185,895	129,010	37,766,351
Information Technology	-	-	-	318,141	-	318,141
Non-Commodity	871,175	-	871,175	-	-	871,175
Quality Assurance	6,623	-	6,623	-	-	6,623
Incidence	-	-	-	-	-	-
Equipment over \$5K	1,238,020	-	1,238,020	-	-	1,238,020
VAT	243,289	840	244,129	-	-	244,129
In-kind project expenses	2,031,763	-	2,031,763	-	-	2,031,763
Depreciation	-	-	-	350,066	-	350,066
Total expense	\$ 750,754,663	\$ 37,361,211	\$ 788,115,875	\$ 33,362,268	\$ 1,134,482	\$ 822,632,624

The accompanying notes are an integral part of this consolidated financial statement. 1

JSI Research and Training Institute, Inc.

CONSOLIDATED STATEMENT OF CASH FLOWS

Year ended September 30, 2022

2022

Cash flows from operating activities:

Increase (decrease) in net assets	\$ 12,986,352
Adjustments to reconcile change in net assets to net cash provided by operating activities:	

Gain on forgiveness of debt	
Depreciation	353,079
Contributions restricted for long-term investment	(200,000)
(Increase) decrease in receivables for program work	(10,452,547)
(Increase) decrease in field advances - program	(129,016)
(Increase) decrease in vendor advances	-
(Increase) decrease in employee advances	(31,876)
(Increase) decrease in prepaid expenses	(5,884,756)
(Increase) decrease in other assets	(112,383)
(Increase) decrease in inventory	(8,643,634)
Increase (decrease) in accounts payable and payroll withholdings	(3,100,564)
Increase (decrease) in accrued vacation	452,193
Increase (decrease) in advances for program work	32,425,605

Net cash provided (used) by operating activities	<u>17,662,453</u>
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Cash flows from financing activities:

Contributions restricted for long-term investment	200,000
Proceeds from loan payable	-

Net cash provided (used) by financing activities	<u>200,000</u>
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Cash flows from investing activities:

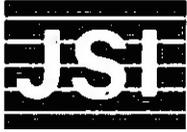
Loans made	-
Loan advances	
Loans repaid	-
Acquisition of property and equipment	(80,460)
Inherent contribution net of cash acquired	-

Net cash provided (used) by investing activities	<u>(106,460)</u>
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Net increase (decrease) in cash and cash equivalents	17,755,993
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Cash and cash equivalents at beginning of year	<u>96,415,811</u>
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Cash and cash equivalents at end of year	<u><u>114,171,804</u></u>
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JSI
44 Farnsworth St
Boston, MA, 02210
+1 617 482 0617

**JSI RESEARCH & TRAINING INSTITUTE, INC.
RESOLUTION IN WRITING OF THE BOARD OF DIRECTORS**

Abdourahmane Diallo, MD, MPH

Board Member

World Health Organization Representative, Kenya

Alina Rocha Menocal

Board Member

Principal Research Fellow, Politics and Governance

Hafiz Adamjee, M.S.

Board Member

Retired, former executive at Novartis

Kulleni Gebreyes

Board Member

Principal at Deloitte

Margaret Crotty

Board Member (ex officio JSI CEO)

President/CEO

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

Board Member

William and Jacalyn Egan Professor of Management

Nneka Mobisson

Board Member

Co-founder and CEO of mymdoc and Faculty Advisor at IHI

Sandro Galea, MD, MPH, DrPH

Board Chair

Dean and Robert A. Knox Professor

Topsy Kola-Oyeneyin

Board Member

Partner at McKinsey & Company

HANNAH OWEN

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
Consultant, March 2024 - present
Analyst, February 2023 - March 2024
Project Associate, February 2020 - February 2023

Current Projects

Project Director - Rhode Island Social Host Law Campaign

Serves as Project Director responsible for scope development, client relations, managing the work plan and budget, and coordinating management meetings. Also supported facilitation of television and radio advertising run. Previously conducted formative research on underage drinking habits and the provision of alcohol to underage persons by older friends and family members. The campaign, Rhode Rules for Rhode Island, aims to increase awareness about the Rhode Island Social Host law through social media and partner engagement awareness strategies, in the 20 Rhode Island towns covered by the Partners for Success Coordinators. The campaign was also named a finalist for the 2022 Ragan PR Daily Awards under the Public Service Campaign category.

Project Director - Maine Prediabetes Marketing

Serves as Project Director responsible for scope development, client relations, managing the work plan and budget, coordinating management meetings, and project reporting. Also previously conducted formative research for the development of a marketing plan targeting Maine residents at risk for diabetes, and supported the refresh and redesign of the program's existing website, RethinkDiabetes.org, including User Experience testing. The Rethink Diabetes program aims to increase awareness of prediabetes and diabetes and to connect Mainers to existing diabetes prevention and management services.

Contract Manager - NH Student Assistance Network

Serves as Contract Manager responsible for contract and budget management. Manages over 20 subcontracts and budgets as well as the project contract budget. Works closely with subcontractor to ensure subcontract requirement adherence and to aid in subcontract budget development. The NH Student Assistance Network develops and promotes Student Assistance Programs and provides group and individual technical assistance, a Community of Practice learning collaborative, and support with evaluation and sustainability planning. Also wrote a section of the winning proposal related to back office functions and contract management.

Project Director - NH Prevention Certification Board Administration and Project

H. Owen I



Management

Serves as Board Administrator responsible for managing the application and certification process of Certified Prevention Specialists in New Hampshire through the NH Prevention Certification Board. As Project Director responsible for task tracking, workflow management, and coordinating committee meetings. Also responsible for developing a quarterly newsletter and project sustainability plan.

Past Projects

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

Served 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.

The Partnership @drugfreeNH

Served as Project Manager responsible for tracking deliverables, communicating with the client, project announcement e-blasts to partners, managing work plans, managing the budget, and quarterly reporting. Also assisted with 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, and traditional media.

NH Maternal Marijuana and Alcohol Campaign

Served 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 included video production and a statewide digital campaign. The campaign, Today Is For Me., includes a provider toolkit to support campaign messages. Work included collaboration with the NH Governor's Commission on Alcohol and Other Drugs, Perinatal Substance Exposure Task Force.

NH Community-Based Partnership for Comprehensive Tobacco Control

Served as Project Manager of marketing tasks responsible for tracking deliverables, communicating with the clients, managing the work plan, coordinating management meetings, and quarterly reporting. Also conducted formative research to support the development 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 including individuals living with a mental health diagnosis and other audiences.

COVID Traveler's Campaign

Served as Project Manager responsible for tracking deliverables, communicating with the clients, managing the work plan, and coordinating management meetings. Also conducted formative research, including an environmental scan of existing COVID-19 traveling campaigns, to support the development of a statewide multi-media marketing campaign that will aim to educate NH visitors on COVID-19 best practices to avoid disease transmission.

EASTIE Youth Vaping Prevention

Served as Project Manager responsible for tracking deliverables, communicating with the clients, managing the budget, and coordinating management meetings. Supported the development of the youth-created social media campaign aiming to prevent vape usage among adolescents in East Boston.

Vermont Mentally Healthy

Served as Project Associate and Research Lead responsible for the formative research needed to provide the client with recommendations for developing a marketing campaign. The campaign will focus on connecting individuals to mental health care as well as destigmatizing mental health diagnoses. Formative research included an environmental scan of existing marketing campaigns focused on mental health and a literature review.

NH Immunization Program Toolkit Development

Served as Project Associate and Research Lead responsible for formative research of immunization marketing campaigns and immunization toolkits. The formative research was used to develop two 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.

Vaccine Center Service Link

Served as Project Associate responsible for formative research of immunization marketing campaigns targeting older adults and marketing campaigns connecting older adults to health-related services available. The formative research will be used to develop a marketing campaign targeting older adults living in NH. The goals of this campaign were to increase vaccine uptake in this population and to raise awareness about the public health services available to the target audience.

NH Radon Program

Serves as Project Manager responsible for task tracking and quarterly reporting. Also responsible for policy research on radon statutes in New England and helped develop a comprehensive policy scan report for the client. Also aided in the development of radon educational materials for fifth and seventh grade teachers including lesson plans, slide decks, and work books.

Santa Clara County Childhood Immunization

Served as Budget Manager and Co-Research Lead responsible for formative research of child immunization marketing campaigns targeting parents and caregivers. The formative research was used to develop a marketing campaign targeting parents and caregivers of children ages 0-14 years living in Santa Clara County. The goal of this campaign was to increase routine childhood vaccine uptake with an added focus on the COVID-19 vaccine approved in children. The campaign, *Vaccines Are Another Part of Growing Up*, went on to win an Honorable Mention in the PR Daily Content Marketing Awards for best public health campaign. The campaign also won a Health + Wellness Design award from Graphic Design USA Magazine.

PUBLICATIONS AND PRESENTATIONS

LaCarubba B, Bunda A, Savage K, Owen (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

H. Owen 3



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

Education: Basics of Radon | June 2022

Skilled at literature review and proposal writing

Experienced in the research design process

Experienced in data review and presentation

Trained in project budget creation and management

NH Department of Health and Human Services

KEY PERSONNEL , SFY24

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: JSI Research and Training Institute, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Hannah Owen	Project Director	\$5,613.00	\$12,417.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

NH Department of Health and Human Services

KEY PERSONNEL , SFY25

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: JSI Research and Training Institute, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Hannah Owen	Project Director	\$7,823.00	\$74,500.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC

5A



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

Lori A. Weaver
Interim 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

February 15, 2023

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. (VC #161611), Bow, NH, to continue to provide equitable early childhood health services and referral coordination to families with children, prenatal to three (3) years of age, who have experienced substance exposure in utero, by exercising a contract renewal option, by extending the completion date from May 31, 2023 to June 30, 2024, with no change to the price limitation of \$520,000, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on June 29, 2022, Item #33.

EXPLANATION

The purpose of this request is for the Contractor to continue providing services and referral coordination to families with children, prenatal to three (3) years of age, who have experienced in utero substance exposure at no additional cost to allow more time for the Contractor to accomplish all objectives set forth in the contract, utilizing State Fiscal Year 2023 unspent funding.

The Contractor will continue to support and strengthen family and early childhood systems of care to further improve communication and service coordination among health and community program partners.

The Department will continue to monitor services monthly by ensuring the Contractor:

- Develops and implements training programs and education materials;
- Increases health provider engagement in care coordination strategies and promotes best practices to provide care coordination and screening tools to strengthen connections to needed services;
- Provides a Needs and Gaps Analysis Report to inform early childhood strategic planning specific to this population described above;
- Provides training to early childhood health care providers on the Plan of Safe Care, and increases Health Provider confidence in the utilization of Plan of Safe Care.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original 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

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

Governor and Council approval. The Department is exercising its option to renew services for one (1) year and one (1) month of the two (2) years available.

Should the Governor and Council not authorize this request, early childhood health support services would be limited and less coordinated with community-based programs. Additionally, access to care for many high-risk families experiencing substance misuse would be decreased.

Area served: Statewide

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

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

This Amendment to the Early Childhood Comprehensive Systems Health Integration contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #33), 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, Section 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 extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024

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

2/17/2023

Date

DocuSigned by:

Patricia M. Tilly

Name: Patricia M. Tilly

Title: director

JSI Research & Training Institute, Inc.

2/16/2023

Date

DocuSigned by:

Katie Robert

Name: Katie Robert

Title: director

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

OFFICE OF THE ATTORNEY GENERAL

2/17/2023

Date

DocuSigned by:
Robyn Guarino

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:

JUN 10 '22 PM 2:40 RCVD

GAC

33



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

Lois A. Shibinette
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

June 6, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with JSI Research & Training Institute, Inc. (VC#161611-B001), Bow, NH, in the amount of \$520,000 for a broad range of training activities for health care providers caring for families impacted by substance use, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

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

05-95-90-901010-5771 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS,
HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PH COVID-19
HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Rel	90577170	\$520,000
			Total	\$520,000

EXPLANATION

The purpose of this request is to increase the capacity of health care providers statewide, to deliver services and referral coordination to families with children prenatal to age three (3) years, who have experienced in utero substance exposure.

The Department recognizes that the increasing needs among the state's most vulnerable young children require intentional collaboration at the local, regional, and state levels. The Contractor will strengthen family and early childhood systems of care by improving communication and service coordination among health and community program partners and the families they serve; developing a Needs and Gaps Analysis Report to inform early childhood strategic planning specific to this population described above; providing training to early childhood health care providers on the Plan of Safe Care, community based programs available to families pregnancy through age three; and promoting best practices to provide care coordination and screening tools to strengthen connections to needed services.

The Department will monitor services monthly by ensuring the Contractor:

- Develops and implements training programs and education materials.
- Completes needs assessment and gap analysis.
- Increases health provider engagement in care coordination strategies.
- Increases Health Provider utilization of Plan of Safe Care.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 22, 2022 through April 8, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, of the attached 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.

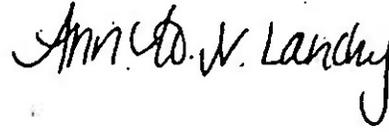
Should the Governor and Council not authorize this request, early childhood health support services would be limited, less coordinated with community based programs and access to care for many high-risk families experiencing substance misuse would be reduced.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.391, FAIN # NH75OT000031

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

Respectfully submitted,


for:

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 # RFA-2022-DPHS-12-Early
Project Title Early Childhood Comprehensive Systems

	Maximum Points Available	JSI Research & Training Institute, Inc d/b/a Community Health Institute (CHI)	Resultant
Technical			
Ability (Q1)	35	30	25
Knowledge of Providers (Q2)	25	23	18
Knowledge of ECCS (Q3)	25	22	16
Experience with Collaboration (Q4)	35	30	32
Experience Facilitating Training (Q5)	40	38	31
TOTAL POINTS	160	143	122

Reviewer Name
1 Athena Cote
2 Haley Johnston
3 Paula Gyurcsan

Title
Administrator I, Community Collaborations
Program Specialist IV, Family Planning
Program Planner, W/COI Home Visiting Specialist

Subject: RFA-2022-DPHS-12-EARLY-01 / Early Childhood Comprehensive Systems Health Integration

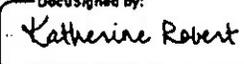
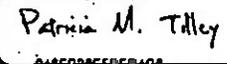
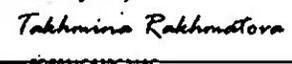
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JSI Research & Training Institute, Inc.		1.4 Contractor Address 501 South Street, 2nd Floor Bow, NH 03304	
1.5 Contractor Phone Number (603) 573-3331	1.6 Account Number 05-95-90-901010-5771	1.7 Completion Date 5/31/2023	1.8 Price Limitation \$520,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Katherine Robert Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/6/2022

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.

Contractor Initials 
Date 6/6/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, 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.

Contractor Initials 
Date 6/6/2022

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

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 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.

DS
KR

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall increase the capacity of the state-level infrastructure for maternal and early childhood systems of care for children prenatal through three (3) years of age. The Contractor shall:
 - 1.1.1. Increase coordination and alignment between the Department and other statewide systems that impact young children and families;
 - 1.1.2. Increase the capacity of health systems to deliver and effectively connect families to a continuum of services that promote early developmental health and family wellbeing;
 - 1.1.3. Increase the capacity of health systems to gather and ask families about health equity data and increase the capacity of health systems to complete and use Plan of Safe Care;
 - 1.1.4. Identify and recommend policy and financing strategies that support the funding and sustainability of multigenerational, preventative services and systems; and
 - 1.1.5. Increase state-level capacity to advance equitable and improved access to services for early childhood families.
- 1.2. The Contractor shall collaborate with the identified Early Childhood Comprehensive Systems (ECCS) family support programs, providers, and key partners which include, but are not limited to:
 - 1.2.1. Maternal and Child Health Section Programs, Division of Public Health Services (DPHS).
 - 1.2.2. Family Centered Early Supports and Services (FCESS), Division of Long Term Supports and Services.
 - 1.2.3. Women, Infant and Children's (WIC) Nutrition Program, DPHS.
 - 1.2.4. Healthy Families America (HFA), Maternal & Child Health (MCH), DPHS.
 - 1.2.5. New Hampshire Family Voices (NHFV).
 - 1.2.6. Council for Thriving Children, including all Quadrants.
 - 1.2.7. Perinatal Substance Exposure Task Force.
 - 1.2.8. Maternal Mortality Review Committee.
 - 1.2.9. Northern New England Perinatal Quality Improvement Network.
 - 1.2.10. Additional Department Programs, as appropriate.
- 1.3. The Contractor shall partner with NHFV to ensure family engagement ^{is at the}

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

center of the ECCS initiative. The Contractor shall:

- 1.3.1. Coordinate the ECCS initiative with the point of contact for NHFV.
- 1.3.2. Coordinate with NHFV regarding content, dates, locations and times for family focus groups. The Contractor shall:
 - 1.3.2.1. Administer surveys to gather critical input on Care Coordination strategies; and
 - 1.3.2.2. Conduct an analysis of the needs and gaps of the ECCS.
- 1.3.3. Coordinate with NHFV regarding content, dates, locations and times for ECCS trainings which include:
 - 1.3.3.1. Family leadership and engagement strategies; and
 - 1.3.3.2. Other training topics as indicated in Subparagraph 1.6.1.
- 1.4. The Contractor shall develop a semi-annual newsletter to communicate across the ECCS regarding key initiatives and programs. The Contractor shall ensure:
 - 1.4.1. The newsletter includes input from sources that include, but are not limited to:
 - 1.4.1.1. Community-based organizations.
 - 1.4.1.2. State level ECCS programs.
 - 1.4.1.3. The NH Council for Thriving Children, including all Quadrants.
 - 1.4.1.4. The Perinatal Substance Exposure Task Force.
 - 1.4.1.5. The Maternal Mortality Review Committee.
 - 1.4.1.6. NH Chapter of the American Academy of Pediatrics.
 - 1.4.1.7. Other entities or groups, as appropriate.
 - 1.4.2. The semi-annual newsletter is disseminated to all entities contributing to the creation of the semi-annual newsletter and other entities, as determined by the Department.
- 1.5. The Contractor shall develop a Needs and Gaps Analysis Report and provide recommendations to inform early childhood strategic planning. The Contractor shall:
 - 1.5.1. Ensure the Needs and Gaps Analysis process includes the collection of new de-identified data, including information deriving from family focus groups that include, but are not limited to:
 - 1.5.1.1. ECCS stakeholders.
 - 1.5.1.2. The perinatal Substance Exposure Task Force.

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.5.1.3. The Maternal Mortality Review Committee.
- 1.5.1.4. NH Chapter of the American Academy of Pediatrics.
- 1.5.1.5. The Council for Thriving Children, includes all Quadrants.
- 1.5.2. Ensure the Needs and Gaps Analysis process includes a review of existing de-identified data, including data derived from all recent NH needs assessments that target Prenatal through age three (3) populations, including, but not limited to:
 - 1.5.2.1. The Preschool Development Grant Needs Assessment.
 - 1.5.2.2. Title V/MCH Block Grant Needs Assessment.
 - 1.5.2.3. FCESS.
 - 1.5.2.4. The Maternal, Infant and Early Childhood Home Visiting Program.
- 1.5.3. Conduct ten (10) key informant interviews with administrative leaders within the Department to understand and document programmatic/systematic updates.
- 1.5.4. Compile, analyze, and summarize data and related research in order to finalize the ECCS Needs Assessment and Gaps Analysis Report.
- 1.5.5. Write the Needs Assessment and Gaps Analysis Report with a health and equity lens, leveraging existing needs assessment work without duplicating efforts.
- 1.5.6. Identify critical policy and financing recommendations as part of the Needs and Gaps Analysis process.
- 1.5.7. Present and/or contribute at annual update meetings to the Council for Thriving Children: NH Early Childhood Strategic Plan, utilizing the ECCS Needs and Gaps Analysis Report and supporting data, as requested by the Department.
- 1.6. The Contractor shall provide trainings to a minimum of 25 ECCS health care providers, two (2) to three (3) times per year, to increase the capacity to deliver comprehensive healthcare services. The Contractor shall:
 - 1.6.1. Provide training and coaching on best practices of health equity data collection and engagement, as well as Continuous Quality Improvement (CQI) in training delivery. The Contractor shall ensure training is available in-person and/or virtually, as needed, and topics include, but are not limited to:
 - 1.6.1.1. Health Equity and data collection.
 - 1.6.1.2. Race, Ethnicity and Language (REAL) data collection.

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.6.1.3. Sexual Orientation and Gender Identification (SOGI) data collection.
- 1.6.1.4. Care Coordination Best Practices, including, but not limited to:
 - 1.6.1.4.1. Screenings for social determinants of health needs.
 - 1.6.1.4.2. Referrals to ECCS and community programs to meet identified needs.
- 1.6.1.5. Equity Review Toolkit, as provided by the Department Plan of Safe Care (POSC) and utilization.
- 1.6.1.6. Family engagement and leadership, in partnership with NHFV.
- 1.6.1.7. WIC services.
- 1.6.1.8. FCESS.
- 1.6.1.9. HFA services.
- 1.6.1.10. Family Resource Centers (FRC) services.
- 1.6.1.11. Additional training topics as identified in collaboration with the Department, ECCS health care providers, or other ECCS stakeholders, which may include, the Perinatal Substance Exposed Task Force, as approved by the Department.
- 1.6.2. Provide training in accordance with NH RSA 354-A:31. The trainings shall be provided as part of a bundled three (3) part series and each series shall be provided at least two (2) to three (3) times per year. Each three (3) part series shall include the following overall topic areas:
 - 1.6.2.1. Care Coordination Screening and referrals to include ECCS and community-based programs.
 - 1.6.2.2. Plan of Safe Care to include review of the POSC.
 - 1.6.2.3. Data collection to include engagement strategies to ask and collect REAL and SOGI questions.
- 1.6.3. Train health providers to identify high-risk pregnant women and children, collect health equity data, and identify available community resources. Trainings should be developed in collaboration with Perinatal Substance Exposed Task Force, Northern New England Perinatal Quality Improvement Network, and the Department to ensure best practices and align statewide efforts.

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

- 1.6.4. Train health care providers and ECCS Programs on POSC best practices, which shall include but not limited to:
 - 1.6.4.1. A review of the POSC.
 - 1.6.4.2. A review of the POSC Referrals Implementation Toolkit.
 - 1.6.4.3. Client engagement in POSC planning.
 - 1.6.4.4. Documentation of POSC and referrals.
- 1.6.5. The Contractor shall align training with the Perinatal Substance Exposed Task Force and Northern New England Perinatal Quality Improvement Network.
- 1.7. The Contractor shall support participation of ECCS Health Providers in Care Coordination best practices, including screenings and referrals to ECCS programs. The Contractor shall promote the importance and utilization of various screening tools, which include but are not limited to:
 - 1.7.1. PFS-2 Concrete Supports Survey.
 - 1.7.2. Centers for Medicare and Medicaid Services (CMS) screening tool.
 - 1.7.3. PRAPARE.
 - 1.7.4. Health Begins.
 - 1.7.5. Comprehensive Core Standardized Assessment.
- 1.8. The Contractor shall utilize research, input from health providers, ECCS programs and family feedback to develop a Tip Sheet, which is a written report about care coordination, best practices and NH-specific recommendations. The Contractor shall:
 - 1.8.1. Ensure the Tip Sheet includes, but is not limited to:
 - 1.8.1.1. How to assess current care coordination activities.
 - 1.8.1.2. How to prioritize improvement opportunities.
 - 1.8.1.3. Best practices on how to engage families.
 - 1.8.2. Review and leverage existing Tip Sheet documents such as Plan of Safe Care Referrals Implementation Toolkit.
 - 1.8.3. Obtain Department approval of the Tip Sheet.
 - 1.8.4. Disseminate the written Tip Sheet about care coordination to ECCS health providers.
- 1.9. The Contractor shall engage ECCS health providers in best practices to enhance and improve care coordination. The Contractor shall ensure engagement includes but is not limited to:

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- 1.9.1. Providing and/or sharing trainings and resources.
- 1.9.2. Assessing current care coordination efforts.
- 1.9.3. Sharing and implementing best practices.
- 1.10. The Contractor shall ensure care coordination activities include, but are not limited to:
 - 1.10.1. Screenings for Social Determinants of Health, including:
 - 1.10.1.1. Substance Use Disorder;
 - 1.10.1.2. Mental Health;
 - 1.10.1.3. Housing;
 - 1.10.1.4. Economic and Food Supports;
 - 1.10.1.5. Safety;
 - 1.10.1.6. Child Development; and
 - 1.10.1.7. Maternal Depression.
 - 1.10.2. Completed referrals to community providers or linkage to Department supports and services.
- 1.11. The Contractor shall ensure engagement of initial providers include ECCS health providers, including:
 - 1.11.1. Birthing hospitals;
 - 1.11.2. Obstetricians (OB); and
 - 1.11.3. Pediatric providers statewide.
- 1.12. The Contractor shall conduct ongoing CQI and Plan-Do-Study-Act rapid cycle improvement activities on the approaches identified to train on care coordination best practices.
- 1.13. The Contractor must utilize results of CQI projects to develop a tool to support ongoing quality improvement initiatives focused on care coordination through the lens of promoting equitable wellness across all groups.
- 1.14. Reporting
 - 1.14.1. The Contractor shall submit quarterly summaries of ECCS initiative activities and engagement with NHFV, health providers and state agencies.
 - 1.14.2. The Contractor shall submit a written ECCS Needs and Gaps Analysis Report to the Department.
 - 1.14.3. The Contractor shall set specific and measurable Prenatal to age three (3) health equity goals as part of the Needs and Gaps Analysis

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

Report and identify critical policy and financing recommendations related to ECCS.

- 1.14.4. The Contractor shall submit a final report including ECCS activities completed and all trainings provided including, the training topic and the attendance record.

1.15. Performance Measures

- 1.15.1. The Department will monitor the Contractor's performance by utilizing the following performance measures.

1.15.1.1. Number of parents and Family Leadership engaged in ECCS initiative.

1.15.1.2. Number of Family Leadership engagement trainings held as part of ECCS initiative each year.

1.15.1.3. Number of family focus groups or surveys completed by families that included feedback on care coordination, family needs and barriers to accessing services.

1.15.1.4. Number of family focus groups that include topic of Needs and Gaps completed in partnership with NHFV. Including attendance by geographic type for focus groups.

1.15.1.5. Number of interviews or surveys with key ECCS stakeholders regarding current Needs and Gaps Analysis.

1.15.1.6. Number and type of recent ECCS related needs assessments reviewed as part of the required Needs and Gaps Analysis.

1.15.1.7. Number of studies or research conducted and reviewed related to ECCS Needs and Gaps Analysis, and best practices.

1.15.1.8. Completion of final report on critical policy and financing recommendations submitted to the Department.

1.15.1.9. Number of NH Early Childhood Strategic Plan meetings or feedback opportunities completed.

1.15.1.10. Number of recommendations made to the NH Early Childhood Strategic Plan focused on health equity and the Prenatal through age three (3) population.

1.15.1.11. Percentage increase of ECCS health providers' staff who received training and report more confidence in completing POSC.

1.15.1.12. Percentage increase of birthing hospitals engaged in health

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

- equity training on intake data collection and importance of POSC.
- 1.15.1.13. Percentage increase in Obstetric (OB) provider networks and Pediatrics engaged in Equity Training on intake and data collected and importance of POSC.
 - 1.15.1.14. Increasing healthcare providers who received trainings and report more confidence to coordinate family care.
 - 1.15.1.15. Number of trainings and attendance tracking for ECCS stakeholders for each of the following topics:
 - 1.15.1.16. Number and type of other trainings provided as determine in partnership with the Department and ECCS stakeholder, including attendance tracking.
 - 1.15.1.17. Number of reported improvements to health equity data collection, quality, reporting and capacity.
 - 1.15.1.18. Number of CQI assessments completed.
 - 1.15.1.19. Number of developed and submitted CQI tools to support ongoing quality improvement initiatives focused on data quality through the lens of promoting equitable wellness across all groups.
 - 1.15.1.20. Number of ECCS health care providers utilizing in care coordination best practices.
 - 1.15.1.21. Number of reports submitted to the Department that include critical tips, recommendations and strategies to support care coordination to facilitate access to identified and needed services,
 - 1.15.1.22. Percentage change of health care provider increase knowledge of available Prenatal to age three (3) community-based programs.
 - 1.15.1.23. Percentage change of health care provider confidence in referring families to ECCS and other community-based programs and collaborating with the Department to determine baseline of referrals.
- 1.15.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 1.15.3. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

1.15.4. The Department may identify expectations to active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable Contractor(s) must collect and share data with the Department in a format specified by the Department.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. The Contractor shall submit, within ten (10) 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.

3.3. Credits and Copyright Ownership

3.3.1. 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

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

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.”

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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.
- 4.2. 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. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the

**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT B

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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Early Childhood Comprehensive Systems Health Integration**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Center for Disease Control and Prevention, Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises, CFDA 93.391, FAIN # NH75OT000031.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSCContractBilling@dhhs.nh.gov or mailed to:

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

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT C

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses 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. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. 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.

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**New Hampshire Department of Health and Human Services
Early Childhood Comprehensive Systems Health Integration**

EXHIBIT C

- 8.4. 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.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>JSI Research & Training Institute, Inc.</i> Budget Request for: <i>Early Childhood Comprehensive Systems</i> Budget Period: <i>SFY 2023 (July 1, 2022 - May 31, 2023)</i>	
Indirect Cost Rate (if applicable)	21.23% on all costs less subcontracts/awards and equipment costs over \$5,000
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$239,920
2. Fringe Benefits	\$112,522
3. Consultants	\$9,000
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$1,000
8. (a) Other - Marketing/Communications	\$6,000
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Family Engagement	\$12,500
Provider Engagement	\$15,000
Other (please specify)	\$0
Other (please specify)	
9. Subrecipient Contracts	\$40,000
Total Direct Costs	\$435,942
Total Indirect Costs	\$84,058
TOTAL	\$520,000

6/6/2022

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

Vendor Initials

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Date 6/6/2022



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: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

Katherine Robert

DocuSigned by:

Name: Katherine Robert

Title: Director

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Vendor Initials

6/6/2022

Date



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

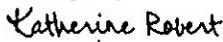
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

 Name: Katherine Robert
 Title: Director

DS


Vendor Initials

Date 6/6/2022

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

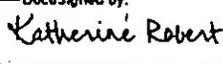
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

 Name: Katherine Robert
 Title: Director

Contractor Initials 
 Date 6/6/2022

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: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:
Katherine Robert
Name: Katherine Robert
Title: Director

Exhibit G

Contractor Initials

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KR

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:
Katherine Robert
Name: Katherine Robert
Title: Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

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Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

Contractor Initials

Date 6/6/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

3/2014

Contractor Initials

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Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

JSI Research & Training Institute, Inc.

The State by:

Name of the Contractor

Patricia M. Tilley

Katherine Robert

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

katherine robert

Name of Authorized Representative
Director

Name of Authorized Representative

Director

Title of Authorized Representative

Title of Authorized Representative

6/7/2022

6/6/2022

Date

Date

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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: JSI Research & Training Institute, Inc.

6/6/2022

Date

DocuSigned by:

 Name: Katherine Robert
 Title: Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: LKTNLLR6FL6
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

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

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

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

 NO X YES

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

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

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

Name: _____	Amount: _____

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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

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