



Lori A. Shibinette Commissioner

Patricia M. Tilley Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF PUBLIC HEALTH SERVICES

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

November 10, 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 **Sole Source** Amendment of an existing contract with JSI Research & Training Institute, Inc. (VC #161611), Bow, NH, to expand the Public Health Professional Support Services to include technical support for the viral hepatitis elimination program, by increasing the price limitation by \$216,154 from \$3,081,735 to \$3,297,889 with no change to the contract completion date of December 31, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on December 22, 2021, item #35, as amended with Governor and Council approval on June 1, 2022, item #27A.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 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**

This request is **Sole Source** because the Department is expanding the range of Public Health Professional Support Services provided by the Contractor to include temporary staff to support the Viral Hepatitis Surveillance and Prevention program. The original agreement was procured through the competitive bidding process. Therefore, per MOP 150, this action must be identified as sole source. The Contractor is providing qualified and trained temporary staff to the Department currently and has the capacity to provide additional temporary, technical support staff.

The Viral Hepatitis Surveillance and Prevention program is dedicated to preventing and controlling viral hepatitis. The Contractor will develop and conduct a Viral Hepatitis Situational Analysis in order to provide an evidence-informed basis for formulating the strategic direction of the five (5) year Viral Hepatitis Elimination Plan, prepare the five (5) year Viral Hepatitis Elimination Plan to establish a clear vision on how to reverse the rates of viral hepatitis, prevent new infections, and improve linkage to care services. In addition, the Contractor will plan and design a New Hampshire Outbreak Detection Response Plan (NHODRP) to identify and respond to outbreaks of hepatitis A, B, and C infections, as well as coordinate with the Tristate Viral Hepatitis Elimination group to prevent and control viral hepatitis by monitoring viral hepatitis disease trends, detecting and responding to viral hepatitis outbreaks, advancing viral hepatitis research, and increasing public awareness of viral hepatitis.

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

Hepatitis is an inflammation of the liver most often caused by a virus. In the US, the most common types of viral hepatitis are hepatitis A, B, and C. While each type can produce similar symptoms, each hepatitis virus affects the liver differently, has different routes of transmission and infection, and typically affects different populations. Fortunately, effective vaccines are available to help prevent hepatitis A and hepatitis B. Although no vaccine is available for hepatitis C, life-saving treatment can cure the virus. Hepatitis C virus is the most common blood borne pathogen in the US leading to substantial sickness and death.

A principal goal of the Department's Integrated Viral Hepatitis Surveillance and Prevention program is to eliminate viral hepatitis as a public health threat by 2030. This means reducing the number of new hepatitis B and hepatitis C cases by 90%, and related deaths by 65%, through outbreak detection and response, characterizing disease burden, and monitoring progress in achieving public health goals. The Contractor will work with federal, state, and community partners as well as health care systems and providers to increase access to viral hepatitis prevention, diagnosis, and treatment services for all populations.

The Department will continue to monitor contracted services to ensure:

- A minimum of 90% of all Department requests for high-priority consultation services are responded to within twenty-four (24) hours; and
- A minimum of 90% of all Department requests for high-priority technical assistance are responded to within twenty-four (24) hours.

Should the Governor and Council not authorize this request, the Department may not be properly prepared to meet the program's mission to reverse the rates of individuals with viral hepatitis, prevent new infections, improve care and treatment, or respond to outbreaks. Viral hepatitis, a disease that is both preventable and curable, will remain a costly and significant public health threat that puts infected individuals at an increased risk for serious disease and death.

Area served: Statewide

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Source of Federal Funds: Assistance Listing Number (ALN) 93.270, FAIN NU51PS005173.

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

Respectfully submitted,

Lori A. Shibinette

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#### 05-95-90-901510-7426 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: ... PUBLIC HEALTH DIV, ENVIRONMENTAL PUBLIC HEALTH TRACKING PROGRAM CFDA 93.070 FAIN NUE1EH001357-04 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title -	Job Number .	Curri	nt Budget	Increas	e/Decree	154	Revised Budge
2022	102-500731	- Contracts for Prog Svc -	90041000	1.6	\$15,000		F	\$0	\$15,00
2023	102-500731	Contracts for Prog Svc	90041000		\$15,000	134		\$0	\$15,00
2024	102-500731	, Contracts for Prog Svc	90041000	12	\$15,000	19	- 5	`\$0	\$15,00
2025	102-500731	Contracts for Prog Svc	90041000		\$15,000	E	7.5	\$0	\$15,00
	Statement St.		Subtotol	30	\$60,000	124	3	\$0	\$60,000

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#### 05-95-90-901510-5390 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD PROTECTION 37% GENERAL FUNOS, 63% OTHER FUNDS

State Flocal Year	Class / Account	Class 17tie	Job Humber	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog SVC	90000022	\$7,500	. \$0	\$7,500
2023	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,000
2024	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,000
2025	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,000
			Subtotal	\$52,500	50	\$52,500

#### 03-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HIRS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION CFDA 93.197 FAIN NUEZEHOO1AS7 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increese/Decreese	Revised Budget
2022	102-500731	Contracts for Prog Svc	90036000	\$28,333	50	\$28,333
2023	102-500731	Contracts for Prog Svc	90036000	\$65,000	\$0	\$65,000
2024	102-500731	Contracts for Prog Svc	90036000	\$65,000	\$0	\$65,000
2025	102-500731	Contracts for Prog Svc	90036000	\$32,500	\$0	\$32,500
DESIGNATION OF THE PERSON NAMED IN			Subtotal	\$190,833	\$0	\$190,833

#### 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION PPG CFDA 66.605 FAIN BG00A00731 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Current Budget</b>	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90038022	\$80,730	\$0	\$80,730
2023	102-500731	Contracts for Prog Svc	90038022	\$82,165	SO	\$82,165
2024	102-500731	Contracts for Prog Svc	90038022	\$55,734	\$0	\$55,734
2025	102-500731	Contracts for Prog Svc	90038022	\$27,867	\$0	\$27,867
			Subtotol	\$246,496	\$9	\$246,496

#### 05-95-90-901510-5391, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, RADIOLOGICAL HEALTH ASSESSMENT, CFDA 66.032 FAIN 00162332 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Current Budget</b>	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90035100	\$60,000	\$0	\$60,000
2023	102-500731	Contracts for Prog Svc	90035100	\$40,000	\$0	\$40,000
2024	102-500731	Contracts for Prog Svc	90035100	\$40,000	50	\$40,000
2025	102-500731	Contracts for Prog Svc	90035100	\$20,000	50	\$20,000
	100	ないころいろ	Subtotal	\$160,000	\$0	\$160,000

#### 05-95-90-903510-1113, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS, CFDA 93.889 FAIN U3REP190580 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Current Budget</b>	Increase/Decreese	Revised Budget
2022	102-500731	Contracts for Program Services	90077700	\$10,000	\$0	\$10,000
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000	\$0	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$20,000	50	\$20,000
2025	074-500589	Grants for Pub Asst and Relief	90077700	. \$10,000	\$0	\$10,000
Sec. 19.72		manual in supplement	Subtotal	\$50,000	50	. \$50,000

#### 05-95-90-903510-1114, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS, CGDA 93.069 FAIN NU90TP922018 63% FEDERAL 37% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Humber	<b>Current Budget</b>	Increase/Decreese	<b>Revised Budget</b>
2022	074-500589	Grants for Pub Asst and Relief	90077410	· \$67,526	\$0	· \$67,526
2023	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000	\$0	\$115,000
2024	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000	\$0	\$115,000
2025	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500	\$0	\$57,500
Action 10	Apple of the last	or the Land Street, Street,	Sebtotal	\$355,026	T = 50	\$355,026

#### 05-85-80-902518-2495, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: THE DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP INMUNIZATION, CFDA 93.268 FAIN NH23IP922595 100% FEDERAL

State Flechi Year   Class / Account	Class Tibi	The Court Co	Current Budget	Increase/Cecrease	Revised Budget
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				Subtotol	\$250,000		\$250,000
3,000,000	2024	102-500731	Contracts for Prog Svc	90023800	\$50,000	50	\$50,000
***	2023	102-500731	Contracts for Prog Svc	90023800	\$50,000	\$0	\$50,000
1 270 770	2022	102-500731	Contracts for Prog Svc	90023800	5150,000	Şo.	\$150,000
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#### 05-95-90-902510-5178, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION, CFDA 93.268 FAIN NH23IP922595 100% FEDERAL

State Flecal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000	\$0	.\$50,000
2022	102-500731	Contracts for Program Services	90023320	. \$75,000	\$0	\$75,000
2023	074-500589	Grants for Pub Asst and Rellef	90023320	\$50,000	50	\$50,000
2024	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000	\$0	\$50,000
2025 .	074-500589	Grants for Pub Asst and Rallef	90023320	\$25,000	50	\$25,000
Name and Posts	-	A STREET, SQUARE, SQUA	Subtotal	\$250,000	\$0	\$250,000

#### 05-95-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES, 100% OTHER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90024600	\$100,000		\$100,000
2023	102-500731	Contracts for Prog Svc	90024600	\$200,000	28	\$200,000
2024	102-500731	Contracts for Prog Svc	90024600	\$100,000		\$100,000
2025	102-500731	Contracts for Prog Svc	90024600	\$100,000		\$100,000
			Subtotol	\$500,000	50	\$500,000

#### 05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION, CFDA 93.940 FAIN NU62PS924S38 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increase/Decrease	Revised Budget
2022	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000		\$82,000
2023	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000		\$164,000
2024	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000		\$164,000
2025	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000		\$82,000
			Subtotol	\$492,000	50	\$492,000

#### 05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19. CFDA 93.323 FAIN NUSOCK000522 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	. Contracts for Prog Svc	90183518	\$300,000	\$0	\$300,000
		HEREN WATER	Subtotol	\$300,000	\$0	\$300,000

#### 05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:PUBLIC HEALTH DIV, BUREAU OF EMERGENCY PREPARATION AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP

#### CFDA: 93.354 FAIN: NU90TP922144 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Curvent Budget	Increase (Decrease)	Revised Budget
2022	102-500731	Contracts for Prog Svc ,	90027500	\$20,000	\$0	\$20,000
2023	102-500731	Contracts for Prog Svc	90027500	\$75,200	\$0	\$75,200
	3.,	es a se	Subtotal	\$95,200	\$0	\$95,200

#### 05-95-90-9030-2646-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH LABORATORIES, ARP TRAVELERS HEALTH PROJ

	CFDA: 93.32	3 FAIN: NU50CK00052Z	100	X FEDERAL	•			1. 1.
State Fiscal Year	Class / Account	Class Title		Job Number	Curre	nt Budget	increase (Decrease)	<b>Revised Budget</b>
2023	102-500731	Contracts for Prog Svc		90183558 ·	30	\$79,580	\$0	\$79,680
	. 0	0		Subtotal		\$79,680	50	\$79,680

#### 05-95-90-9025-5170-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

	00040	CPDA; 93.2.	V FAIM: MUSIPSUUS1/3	100% FEDERAL			121140150
	State Flocal Ye	e Class / Account	Class Title	Job Humber	Current Budget	Increase (Decrease)	Revised Budget
'n,	2023	102-500731	Contracts for Prog Svc *	90021008	\$0	\$216,154	\$216,154
			(X)	Subtotal	. SO	\$216,154	\$216,154

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021 (Item #35), as amended on June 1, 2022 (Item #27A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

05-95-90-902510-5170 05-95-90-901510-7426 05-95-90-901510-5390 05-95-90-901510-7964 05-95-90-901510-7964 05-95-90-901510-5391 05-95-90-903510-1113 05-95-90-903510-1114 05-95-90-902510-2496 05-95-90-902510-5178 05-95-90-902510-2229 05-95-90-902510-7536 05-95-90-903010-1901

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$3,297,889

- 3. Modify Exhibit B, Scope of Services, by adding Viral Hepatitis Surveillance and Prevention, Paragraphs 1.4.10, through 1.4.33, to read:
  - 1.4.10. Viral Hepatitis Surveillance and Prevention: The Contractor shall provide a range of . viral hepatitis prevention and surveillance services in collaboration with the New Hampshire Bureau of Infectious Disease Control (BIDC), the Maine Centers for Disease Control (ME CDC), and the Vermont Department of Health (VT DOH) (collectively herein referred to as the "Tristate Viral Hepatitis Steering Committee"), which must include but is not limited to:
    - Developing and conducting, in consultation with the Tristate Viral Hepatitis 1.4.10.1. Steering Committee, a Tristate Viral Hepatitis Situational Analysis (tVHSA) within six (6) months of the G&C approval date of this Amendment #2 that must include: #

Disease epidemiology; 1.4.10.1.1.

A description of existing assets; 1.4:10.1.2.

JSI Research & Training Institute, Inc.

Contractor Initials

Date 11/10/2022

Page 1 of 9 1

- 1.4.10.1.3. A healthcare systems needs assessment of: -
  - 1.4.10:1.3.1. Current resource gaps;
  - 1.4.10.1.3.2. Projected future changes to the current landscape; and
  - 1.4.10.1.3.3. A description of the governance roles related to viral hepatitis and disease prevention.

#### 1.4.11. The Contractor shall:

- 1.4.11.1. Describe the current state of viral hepatitis programs and services within the Tristate area:
- 1.4.11.2. Identify local assets and determine resource gaps and areas that need to be strengthened;
- 1.4.11.3. Research and incorporate relevant contextual data, including but not limited to census data and literature reviews;
- 1.4.11.4. Review de-identified surveillance data provided by the Tristate Viral Hepatitis Steering Committee to integrate a Tristate epidemiological overview and profile into the tVHSA that must include, but is not limited to:
  - 1.4.11.4.1. Prévalence.
  - 1.4.11.4.2. Incidence.
  - 1.4.11.4.3. Treatment initiation.
  - 1,4,11,4.4. Sustained viremic response (SVR12) rate.
  - 1.4.11.4.5. Unmet need data by:
    - 1.4.11.4.5.1. Age;
    - 1.4.11.4.5.2. Gender:
    - 1.4.11.4.5.3. Race/ethnicity;
    - 1.4.11.4.5.4. Geographic area; and
    - 1.4.11.4.5.5. Transmission risk factor(s).
- 1.4.11.5. Conduct a descriptive trend analysis of in hepatitis C (HCV) and associated comorbidities since 2014, including state and regional disparities in prevalence, screening, testing, and treatment initiation.
- 1.4.12. The Contractor shall review and incorporate community population estimates into the tVHSA development process including, but not limited to:
  - 1.4.12.1. The number of individuals diagnosed and living with HCV within each state.
  - 1.4.12.2. The number of individuals treated for HCV within each state.
  - 1.4.12.3. A description of individuals at-risk for HCV infection.
  - 1.4.12.4: A description of the health needs of the population, including actual and potential sources of inequity and health needs specific to populations at greater risk of infection.

- 1.4.13. The Contractor shall describe existing assets to identify and assess current resource: needs, gaps, and barriers related to prevention, diagnosis; and treatment, and provide recommendations to address the gaps. Assets may include:
  - 1.4.13.1. Syringe Service Programs.
  - 1.4.13.2. Substance Use Disorder Treatment Programs.
  - 1.4.13.3. Hepatitis Testing Sites.
  - 1.4.13.4. Hepatitis A and B Vaccine sites.
  - 1.4.13.5. All assets related to prevention (primary, secondary, and tertiary levels), diagnosis, and treatment.
- 1.4.14. The Contractor shall identify the five (5) healthcare systems in New Hampshire, Maine, and Vermont with the highest volume of hepatitis C testing, and must:
  - 1.4.14.1. Conduct a needs assessment of those healthcare systems; and
  - 1.4.14.2. Provide feedback to the Department, with recommendations to improve routine hepatitis C and hepatitis B testing.
- 1.4.15. The Contractor shall describe the current governance roles related to viral hepatitis, including:
  - 1.4.15.1. A description of governance and organizational structures related to viral hepatitis within Maine, Vermont, and New Hampshire, which may present barriers and opportunities to testing, treatment or surveillance;
  - 1.4.15.2. An overview of the processes of each states' policies and legislation formulation related to viral hepatitis and disease legislation; and
  - 1.4.15.3. A description of key contributors to policy formulation.
- 1.4.16. The Contractor shall identify potential and existing overlaps between viral hepatitis prevention, diagnosis, and treatment services, and other healthcare system and/or disease-specific strategies and plans including, but not limited to syndemic approach, i.e.: HIV. The Contractor shall make clear references to other relevant policies or plans, which may include, but are not limited to:
  - 1.4.16.1. Overlapping priority populations.
  - 1.4.16.2. Overlapping strategies or shared/similar interventions and priority action areas.
  - 1.4.16.3. Overlapping workforce development needs.
  - 1.4.16.4. Overlapping funding mechanisms.
- 1.4.17. The Contractor shall, in consultation with the Tristate Viral Hepatitis Steering Committee, develop a Five (5) Year-Tristate Viral Hepatitis Elimination Plan (tVHEP) including a review/feedback/revision cycle within one (1) month of the G&C approval date of this Amendment #2, that must include:
  - 1.4.17.1. Viral Hepatitis Situational Analysis as described in Section 1.4.10.1. Analysis
  - 1.4.17.2. Five (5) year Goals, Objectives, and Outcome Measures that must:::
    - 1.4.17.2.1. Align with the Federal Division of Viral Hepatitis: 2025
      Strategic Plan available online at:
      https://www.cdc.gov/hepatitis/pdfs/DVH-StrategicPlan2020-
    - 1.4.17.2.2 Be founded on data collected during the tVHSA and stakeholder engagement activities as specified in 14.25

JSI Research & Training Institute, Inc.

A-S-1.3

Contractor Initials

RFA-2022-DPHS-05-PUBLIC-01-A02

Page 3 of 9

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below, as well as epidemiological data.

- 1.4.17.2.3. Integrate health equity advancement by following the CDC SMARTIE principles available online at: https://www.cdc.gov/cancer/nbccedp/pdf/smartie-objectives-508.pdf
- 1.4.17.2.4. Meet the key strategies and measures as described in the Integrated Viral Hepatitis Surveillance and Prevention Funding for Health Departments (CDC-RFA-PS21-2103) available online at: <a href="https://www.cdc.gov/hepatitis/policy/pdfs/PS21-2103">https://www.cdc.gov/hepatitis/policy/pdfs/PS21-2103</a> Published.pdf.
- 1.4.17.3. Five (5) Year Strategies, Interventions, and Implementation Plans, which must:
  - 1.4.17.3.1. Be based on evidence gathered during the tVHSA and the stakeholder engagement activities described in section 1.4.25 below.
  - 1.4.17.3.2. Include a justification of how efficiency and equity are taken into consideration. For the purposes of this agreement, efficiency is defined as interventions that maximally leverage existing and available resources, and equity is defined as interventions that address health disparities.
  - 1.4.17.3.3. Be local to New Hampshire, Maine, and Vermont; and leverage existing resources in the Tristate area.
  - 1.4.17.3.4. Identify:
    - 1.4.17.3.4.1. Opportunities where existing health system policies and programs can be reshaped or extended to include hepatitis-related activities, and
    - 1.4.17.3.4.2. Opportunities to link service delivery pathways to existing structures to increase efficiencies.
  - 1.4.17.3.5. Address strategies for increasing Hepatitis C Virus (HCV) Ribonucleic Acid (RNA) reflex testing, increasing provider training in prescribing HCV and HBV treatment, increasing health systems that promote routine HCV and HBV testing, and rural health strategies.
- 1.4.17.4. Financial Framework.
  - 1.4.17.4.1. The Contractor must describe potential internal and external funding, and financing mechanisms to support the goals, objectives, strategies, and interventions identified in the tVHEP.
- 1.4.17.5. Data Sources and Systems.
  - 1.4.17.5.1. The Contractor must ensure all data sources and systems are clearly identified and defined.

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Contractor Initials

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- 1.4.18. The Contractor shall complete the Tristate Viral Hepatitis Elimination Plan within two (2) were vears of the G&C approval date of this Amendment #2
- 1.4.19. The Contractor must identify, map, and engage stakeholders who are involved in prevention, diagnosis, and treatment services across the Tristate area to formulate a Tristate Viral Hepatitis Elimination Planning Group, of which a minimum of 50% of the Stakeholders must be external partners. Stakeholder representation must include, but is not limited to:
  - 1.4.19.1. External stakeholders including, but not limited to:
    - 1.4.19.1.1. Healthcare organizations and providers.
    - 1.4.19.1.2. Hepatitis care and treatment programs.
    - 1.4.19.1.3. Commercial laboratories.
    - 1.4.19.1.4. Community-based organizations.
    - 1.4.19.1.5. Academia.
    - 1.4.19.1.6. Professional organizations.
    - 1.4.19.1.7. Patient groups.
    - 1.4.19.1.8. Nonprofit/advocacy groups.
    - 1.4.19.1.9. Private insurers.
    - 1.4.19.1.10. Pharmaceutical companies.
    - 1.4.19.1.11. Refugee/resettlement services.
    - 1.4.19.1.12. Organizations supporting the social determinants of health and wraparound services.
  - 1.4.19.2. Internal stakeholders including, but not limited to:
    - 1.4.19.2.1. Hepatitis B surveillance or prevention programs, including perinatal prevention.
    - 1.4.19.2.2. HIV and sexually transmitted infections surveillance and prevention programs.
    - 1.4.19.2.3. Licensure boards.
    - 1.4.19.2.4. Communicable infectious disease surveillance and prevention programs.
    - 1.4.19.2.5. Drug and alcohol programs.
    - 1.4.19.2.6. Immunization programs.
    - 1.4.19.2.7. Public health emergency preparedness and response programs.
    - 1.4.19.2.8. Substance use disorder and mental health programs.
    - 1.4.19.2.9. Health care-associated infection surveillance and prevention programs.
    - 1.4.19.2.10. Cancer surveillance and prevention programs.
    - 1.4.19.2.11. Overdose prevention surveillance and prevention programs.
    - 1.4.19.2.12. Vital statistics programs.
    - 1.4.19.2.13. State Medicaid/Medicare programs
    - 1.4.19.2.14. Public health laboratories, maternal

Contractor Initials 11/10/202

JSI Research & Training Institute, Inc.

Page 5 of 95%

- 1.4.19.2.15. Child health programs.
- 1.4.19.3. Representation from high impact settings including, but not limited to:
  - 1.4.19.3.1. Harm reduction and syringe services programs.
  - 1.4.19.3.2. Substance use disorder treatment programs and mental health services.
  - 1.4.19.3.3. Correctional facilities and re-entry programs.
  - 1.4.19.3.4. Emergency departments.
  - 1.4.19.3.5. Hospital-based programs...
  - 1.4.19.3.6. Sexually transmitted infection clinics, homeless services.
  - 1.4.19.3.7. Health centers including Federally Qualified Health Centers (FQHCs).
- 1.4.19.4. Representation from People with Lived Experience (PWLE), and People Who Inject Drugs (PWID), as well as the organizations that serve them.
- 1.4.20. The Contractor shall ensure stakeholder engagement is coordinated through the Tristate Viral Hepatitis Elimination Planning Group.
- 1.4.21. The Contractor shall ensure stakeholder engagement meetings occur as follows:
  - 1.4.21.1. Bi-Monthly two (2) hour planning group meetings; and
  - 1.4.21.2. Monthly (1) hour workgroup meetings, on an as needed basis but no less than monthly.
- 1.4.22. The Contractor shall ensure the Tristate Viral Hepatitis Elimination Planning Group provides logistical support including, but not limited to:
  - 1.4.22.1. Preparing and distributing meeting agendas and pre-meeting materials to all meeting attendees.
  - 1.4.22.2. Taking meeting minutes that include any action items.
  - 1.4.22.3. Distributing post-meeting materials.
- 1.4.23. The Contractor shall ensure the Tristate Viral Hepatitis Elimination Planning Group provides facilitation support including, but not limited to:
  - 1.4.23.1. Setting the meeting agendas and meeting goals with consultation from the Tristate Viral Hepatitis Steering Committee.
  - 1.4.23.2. Guiding discussions and managing the group process to ensure meeting goals are met.
- 1.4.24. The Contractor must engage all stakeholders in tVHSA and tVHEP development as described in Sections 1.4.10.1 and 1.4.17 respectively.
- 1.4.25. The Contractor must conduct stakeholder engagement activities, including:
  - 1.4.25.1. Recruiting and engaging stakeholders for the theTristate Viral Hepatitis. Elimination Planning Group, in accordance with 1.4.19 above.
  - 1.4.25.2. Review and share relevant data, literature, and findings with all stakeholders, collect feedback; and integrate feedback into Elimination Plan preparation; and
  - 1.4.25.3. Share the tVHEP development timeline, as identified in 1.4.17, with all stakeholders

Contractor Initials 11/10/202

- 1.4.26. The Contractor shall provide technical assistance ensuring viral hepatitis subject matter-experts are included in planning efforts.
  - 1.4.27. The Contractor shall coordinate with the Tristate Viral Hepatitis Elimination Planning
    Group to identify gaps in expertise necessary for developing and implementing the
    tVHSA and tVHEP including, but not limited to:
    - 1.4.27.1. Biostatistician support.
    - 1.4.27.2. Policy and regulatory support.
    - 1.4.27.3. HCV-specific clinical expertise.
  - 1.4.28. The Contractor shall coordinate with the Tristate Viral Hepatitis Elimination Steering Committee throughout the development and preparation of the tVHSA and tVHEP ensure the Tristate Viral Hepatitis Elimination Steering Committee retains supervisory and editorial authority over the content and prioritization of the tVHSA and tVHEP developed in collaboration with the Contractor.
  - 1.4.29. The Contractor shall participate in bi-weekly meetings with the Tristate Viral Hepatitis Steering Committee to:
    - 1.4.29.1. Ensure committee action items are met, and
    - 1,4.29.2. Receive updates on progress, clinical and tactical feedback, and assistance with prioritization.
  - 1.4.30. The Contractor shall submit the tVHSA, tVHEP, and other final planning documents to the Tristate Viral Hepatitis Steering Committee and Tristate Viral Hepatitis Elimination Planning Group for edits and approval prior to public or governmental submission.
  - 1.4.31. The Contractor shall develop a New Hampshire Outbreak Detection and Response Plan (NHODRP) to identify and respond to outbreaks of Hepatitis A, B, and C infection within 12 months of the G&C approval date of this Amendment #2, that must include, but is not limited to:
    - 1.4.31.1. Outbreak Response Checklist.
    - 1.4.31.2. Outbreak Preparedness:
      - 1.4.31.2.1. Organizational structure.
      - 1.4.31.2.2. Partner engagement.
      - 1.4.31.2.3. Continuity of operations plan.
    - 1.4.31.3. Outbreak Detection:
      - 1.4.31.3.1. Outbreak definition and characterization.
    - 1.4.31.4. Outbreak Investigation and Response:
      - 1.4.31.4.1. Data collection and management.
      - 1.4.31.4.2. Just-in-time training plan.
      - 1.4.31.4.3. Internal and external communication plan.
      - 1.4.31.4.4. Escalated response.
      - 1.4.31.4.5. Cross-jurisdictional response.

A-S-113 74 - 14-16 Page 7 of 9

Contractor Initial 11/10/2022

JSI Research & Training Institute, Inc.

- 1.4:31.5. Outbreak Monitoring and Evaluation:
  - 1.4.31.5.1. Triggers for initiating, escalating, deescalating, and closing outbreak response.
- 1.4.31.6. Post-Outbreak Activities:
  - 1.4.31.6.1. Debriefing procedures.
  - 1.4.31.6.2. Outbreak plan maintenance.
- 1.4.32. The Contractor shall engage internal stakeholders in NHODRP development and preparation, which may include, but is not limited to:
  - 1.4.32.1. The Bureau of Infectious Disease Control (BIDC), which encompasses the Infectious Disease Surveillance Section (IDSS), Infectious Disease Prevention, Investigation, Care Services Section (IDPICSS), and Immunization Section (IS).
  - 1.4.32.2. Bureau of Drug & Alcohol Services (BDAS).
  - 1.4.32.3. Bureau of Healthcare Access.
  - 1.4.32.4. Equity and Policy (BHAEP).
  - 1.4.32.5. Bureau of Emergency Preparedness, Response, and Recovery (BEPRR).
  - 1.4.32.6. Public Information Office (PIO).
- 1.4.33. The Contractor shall engage external stakeholders in NHODRP development and preparation, which may include but is not limited to:
  - 1.4.33.1. The Manchester Health Department (MHD).
  - 1.4.33.2. Nashua Health Department (NHD).
  - 1.4.33.3. New Hampshire Harm Reduction Coalition (NHHRC) and Syringe Service Programs (SSPs).
  - 1.4.33.4. New Hampshire Hospital Association (NHHA).
  - 1.4.33.5. Regional Public Health Networks (RPHN).
  - 1.4.33.6. The Tristate Viral Hepatitis Elimination Steering Committee.
  - 1.4.33.7. Tristate Viral Hepatitis Planning Group.
- 4. Modify Exhibit C, Payment Terms, Section 1, to read:
  - This agreement is funded by:
    - 1.1. 79% Federal Funds:
      - 1.1.1 2% Environmental Public Health and Emergency Response, as awarded on May 20, 2021, by the United States Department of Health and Human Services (HHS), CFDA #93.070, FAIN NUE1EH001357-04.
      - 1.1.2. 6% Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children, as awarded on 8/5/2021, by the United States Department of Health and Human Services (HHS), CFDA #93.197, FAIN NUE2EH001457.
      - 1.1.3. 7% Performance Partnership Grants, as awarded on 7/14/2021, by the United States Environmental Protection Agency (EPA), CFDA::#66.605, FAIN BG00100731.

- 1.1.4 5% State Indoor Radon Grants, as awarded on 9/13/2021, by the United States Environmental Protection Agency (EPA), CFDA #66.032, FAIN 00162332.
- 1.1.5. 1% National Bioterrorism Hospital Preparedness Program, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA #93.889, FAIN U3REP190580.
- 1.1.6. 7% Public Health Emergency Preparedness, as awarded on 5/12/2021, by the United States Department of Health and Human Services (HHS), CFDA #93.069, FAIN NU90TP922018.
- 1.1.7. 8% Immunization Cooperative Agreements, as awarded on 3/31/2021, by the United States Department of Health and Human Services (HHS), CFDA #93.268, FAIN NH23IP922595.
- 1.1.8. 8% Immunization Cooperative Agreements, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA #93.268, FAIN NH23IP922595.
- 1.1.9. 15% HIV Prevention Activities Health Department Based, as awarded on 3/8/2021, by the United States Department of Health and Human Services (HHS), CFDA #93.940, FAIN NU62PS924538.
- 1.1.10. 11% ELC Enhancing Detection Funding, as awarded on May 18, 2020 by the Center for Disease Control & Prevention (CDC), CFDA #93.323, FAIN NU50CK000522.
- 1.1.11. 3% Federal Funds, Public Health Emergency Response, as awarded on May 18, 2021, by the United States Department of Health and Human Services (HHS), CFDA #93.354, FAIN NU90TP922144.
- 1.1.12. 6% Federal Funds, Center for Disease Control and Prevention, as awarded on 1/21/2021, CFDA #93.270, FAIN NU51PS005173.
- 1.2. 5% General Funds
- 1.3. 16% Other Funds (Pharmaceutical Rebates)
- 5. Modify Exhibit C, Payment Terms, Section 3, to read:
  - 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-50, Budget Amendment # 2, which is attached hereto and incorporated by reference herein.
- 6. Add Exhibit C-50, Budget Amendment #2, which is attached hereto and incorporated by reference herein.

JSI Research & Training Institute, Inc.

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Contractor Initials 11/10/2022

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 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

Date

Pareis M. They

Name:Patricia M. Tilley

Title: Director

JSI Research & Training Institute, Inc.

Date Robu

Title: pirector

The preceding Amendment, h		(S) (May 20) 8.8	
	OFFICE OF THE A	TTORNEY GENERAL	
11/15/2022	Polage Aurino		20
Date	Name: Robyn "Guari Title: Attorney	ino	Ξ.
I hereby certify that the foregothe State of New Hampshire	oing Amendment was approved bat the Meeting on:	y the Governor and Executive Co(date of meeting)	uncil o
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New Hampshire Departm	ent of Health and Human Services
Complete one budge	t form for each budget period.
Contractor Name:	JSI Research & Training Institute, Inc.
Budget Request for:	Viral Hepatitis Elimination Planning
What was the same of the same	SFY 2023 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Budget Period	Later the second of the second
8 N (30)	21.23% on all costs less subcontracts/awards and
Indirect Cost Rate (if applicable)	equipment costs over \$5,000
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$110,484
2. Fringe Benefits	2 - Mars. # 51,817
3. Consultants	\$0
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0 \$0
5.(e) Supplies Office	± 4 8≠≥ 1
6. Travel	\$2,000
7. Software	\$2,000
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$12,000
Community Engagement Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	
9. Subrecipient Contracts	\$0
Total Direct Costs	\$178,301
Total Indirect Costs	\$37,853
TOTAL	
	<u> </u>

Contractor Initials

11/10/2022

Date

- The subtraction

# State of New Hampshire Department of State

#### CERTIFICATE

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

**Business ID: 739507** 

Certificate Number: 0005859542



#### IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

# CERTIFICATE OF AUTHORITY

I, Alex E	Baker, Chief Operating Offe	<u>er + + + </u>	(5)(5)()	hereby	certify that:
(Name o	of the elected Officer of the	Corporation/LLC; ca	annot be contract	ct signatory)	Car M
1. I am a duly ele	ected Clerk/Secretary/Offic	er of JSI Resear	rch & Training Ir	nstitute, Inc.	- 105
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	is a true copy of a vote take oust 8 20 <u>19</u>	en at a meeting of the at which a quorum			
voung.	(Date)	9 2			
VOTED: That	Katherine Robert			(may list more th	an one person)
	(Name and Title of Contract	t Signatory)		**************************************	ē
is duly authorize agreements with		esearch & Training Corporation/ LLC)	Institute, Inc.	to enter	into contracts or
documents, agre	hire and any of its agend eements and other instrun dgment be desirable or ne	nents, and any amo	endments, revis	sions, or modificati	
date of the cont thirty (30) days New Hampshire position(s) indication timits on the auth all such limitation	fy that said vote has not be tract/contract amendment of from the date of this Certificate will rely on this certificated and that they have fundrity of any listed individuals are expressly stated her	to which this certific ficate of Authority. I te as evidence that ull authority to bind al to bind the corpor	cate is attached further certify that the person(s) the corporation	d. This authority re nat it is understood listed above curre n. To the extent th ts with the State of	mains valid for that the State of ently occupy the at there are any
Dated: Novem	<u>Der 10, 2022</u>	**	Name: Alex E	Elected Officer Baker	



DATE (MM/DD/YYYY) 10/26/2022 CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER! THISY'S CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES. XTEXE BELOW: "THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), "AUTHORIZED TO . . . . . REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: AHT Insurance, A Baldwin Risk Partner PHONE (AC. No. Ext): 800-648-4807 FAX (A/C, No): 781-447-7230 458 South Ave ADDRESS: Whitman MA 02382 INSURER(S).AFFORDING COVERAGE NAIC # INSURER A: Federal Insurance Company 20281 icense#: CA#0658748 INSURED INSURER B JSI Research & Training Institute, Inc. INSURER C : 44 Farnsworth Street Boston MA 02210-1206 INSURER D INSURER E INSURER F **REVISION NUMBER:** COVERAGES **CERTIFICATE NUMBER: 243128448** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LTR COMMERCIAL GENERAL LIABILITY 35873320 9/9/2022 9/9/2023 \$ 1,000,000 Х EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR \$1,000,000 PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRO-JECT X LOC POLICY PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 9/9/2022 9/9/2023 **AUTOMOBILE LIABILITY** 73546634 \$1,000,000 **BODILY INJURY (Per person)** ANY AUTO SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY \$1,000,000 BODILY INJURY (Per accident) Х PROPERTY DAMAGE \$ 1,000,000 HIRED Х X AUTOS ONLY (Per accident) AUTOS ONLY Х UMBRELLA LIAB 79861066 9/9/2022 9/9/2023 EACH OCCURRENCE \$20,000,000 OCCUR EXCESS LIAB \$20,000,000 AGGREGATE CLAIMS-MADE DED RETENTION \$ **WORKERS COMPENSATION** 71733182 9/9/2022 9/9/2023 X PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH)

If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required 25,333 CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. والإدارة والمؤلفة والمقراطية NH Department of Health and Human Services 129 Pleasant Street THAT AUTHORIZED REPRESENTATIVE .... Continue a sente Concord NH 03301 77.5

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# JSI Research and Training Institute Inc.

# Mission Statement

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

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

JSI Research and Training Institute, Inc. and Affiliates

September 30, 2021

Contents			500	**************************************	1000	(t)	526 500	∶Page
		581	30.2	Report of Inde	ependent Certif	fied Public Acco	untants	3
	E+	**		Consolidated	Financial State	ements		
			t	Consolidate	ed statement of	f financial position	on	6
. 9	, pi			Consolidate	ed statement of	activities		7
				Consolidate	ed statement of	f functional expe	enses	8
	87			Consolidate	ed statement of	f cash flows		9
2 8				Notes to co	nsolidated fina	ncial statements	s	10
( <del>)</del>	61			Supplementar	ry Information			
			4	Schedule o	f expenditures	of federal award	ds	20
8				Notes to sc	hedule of expe	enditures of fede	eral awards	25
*	083		<b>X</b>	Other Reports	5	92 19	15	
			€: 10	Internal ( Compliar	Control Over Fi	ertified Public Actinancial Reportin Matters Require Matterds	ng and on	26
\$ B	*	S €		Complian	nce for Each M Over Compliand	ertified Public Ac lajor Program ar ce Required by	nd on Internal	28
						questioned cost	s.	31
P		Ti.	050 X	+ -1	. Т	ngs and questio		33
5)		104	- 55	- Status of pr	noi year s illiuli	nys and questio	HER COSIS	33



75 State Street, 13th Floor Boston, MA 02109

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#### REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors

JSI Research and Training Institute, Inc.

#### Report on the financial statements

#### Opinion -

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

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

#### Basis for opinion

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

#### Responsibilities of management for the financial statements

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

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



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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

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

#### Supplementary information

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



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

### Other reporting required by Government Auditing Standards

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

Boston, Massachusetts June 24, 2022

Sant Thornton LLP

# CONSOLIDATED STATEMENT OF FINANCIAL POSITION

# **September 30, 2021**

#### ASSETS

1.5			1 ( 7 )
Current assets	20 H		* 9
Cash and cash equivalents	W.	\$	96,415,811
Receivables for program work			44,323,084
Field advances - program			166,700
Employee advances			96,355
Inventory			85,451,482
Prepaid expenses			2,356,305
X(	27		
Total current assets	*** ****		228,809,737
30)	1040		•
Property and equipment, net	<b>V</b> 3		2,722,747
	5		1
Other assets **			494,706
M	¥)(		
Total assets	892	\$	232,027,190
	, P		
LIABILITIES AND NET ASSETS	(¥ W		F
© ₩	8 前 前		1
Current liabilities			
Accounts payable and payroll withholdings		\$	77,042,213
Accrued vacation			2,128,990
Advances for program work	94	100	86,189,016
Total current liabilities	8 9		165,360,219
· · · · · · · · · · · · · · · · · · ·	63		
Net assets	S. 3	8	i
Without donor restrictions		191	66,118,555
With donor restrictions		*	548,416
	921 9		
Total net ässets	· · · · · · · · · · · · · · · · · · ·		66,666,971
		S: 1	. [.
Total liabilities and net assets	04 mm	. \$	232,027,190
			. 21

# CONSOLIDATED STATEMENT OF ACTIVITIES

Year ended September 30, 2021

a 80 - 500 B	8 X 1	En ex		(# ±#)
NET ASSETS WITHOUT DONOR RESTRICTION	ONS	104: 86	**************************************	g - 2
Support and revenue:	60		72 🗓	
Public support:	A)	270.	SAL.	
Global Fund	0. 45 E00 E	20	20 40	\$ 424,622,326
Government grants and contracts:	w #8		8 8	00
U.S. Government		63	600 65	149,829,898
Commonwealth of Massachusetts	88			7,341,579
Other grants and contracts	8	(8)		69,804,737
Program income	(6)		300	96,124
Contributions		227	55	261,599
Net assets released from restriction				<sup>5</sup> 78,524
Gain on forgiveness of debt				1,074,400
In-kind project contributions				1,834,514
Other income	0		er 87	1,999
Interest income	4.5 8.5			97,932
Total support and revenue				655,043,632
	000		27	•
Expenses:				
Program services:	ř.		.90	(10)
International programs			S)	580,625,338
Domestic programs	<del>1</del>	잃		29,137,111
s -			70,	Ŵ.
Total program services				609,762,449
	.10		€	
Supporting services:		10		8
Management and general		**	7.92	34,127,773
Fundraising			50 40	1,080,428
Total supporting services		1 8		35,208,201
,, ,	*			1 5
Other expenses:				a 35 M
Unallowable costs		338	****	345,188
			8.1	* 3
Total expenses	38 83			645,315,838
74 E	8		65	
Change in net assets without dono	r restrictions	97 36		9,727;794
fam. 100 and	38	£ 3		900 N
<b>NET ASSETS WITH DONOR RESTRICTIONS</b>	1.	9 5 9	- 1934 - 53	535 87 (0.5)
Contributions, net of net asset releases of \$7		25	2 * *	229,766
Facility 1	1.31	# AV	N 51	8 (4.36)
CHANGES IN NET ASSETS	. 4	, 121		9,957,560
	74	9335 Rt 33	:4:	
Net assets at beginning of year	C 801 B	** ** *		56,709,411
12-121		W	# £	3
Net assets at end of year		· Villeri usa	a. Land Alexander	\$ 66,666,971

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

# CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

# Year ended September 30, 2021

		Program Services	38	Supportin	ng Services	
e de sa	International Programs	Domestic Programs	Total	Management and General	Fundraising	Total
Commodities	\$ 374,776,813	\$ -	\$ 374,776,813	\$ -	\$	\$ 374,776,813
Freight costs	34,169,444	-	34,169,444	<del>-</del> .		34,169,444
Salaries	28,610,134	14,840,513	43,450,647	10,036,241	893,143	54,380,031
Consultants	16,418,084	7,634,972	24,053,056	2,125,852	30,687	26,209,595
Cooperating national salaries	38,458,259	273,800	38,732,059	395,260	•	39,127,319
Travel	3,609,187	187,076	3,796,263	39,083		3,835,346
Allowance and training	3,801,160	132,510	3,933,670	531,959	•	4,465,629
Subgrants	18,307,467	700,914	19,008,381	50,553	42,873	19,101,807
Subcontracts	25,529,700	3,313,466	28,843,166	3-	i3 •	28,843,166
Equipment, material and supplies	3,024,350	129,075	3,153,425	78,439	1,986	3,233,850
Other costs	30,461,762	1,924,785	32,386,547	20,054,427	111,739	52,552,713
Information technology	950		950	469,309	· ·	470,259 -
Non-commodity	1,606,244	-	1,606,244		•	1,606,244
Quality assurance	17,270	8	17,270	•	**	17,270 -
In-kind project expenses	1,834,514	23	1,834,514	_	•	1,834,514
Depreciation		5 F	•	346,650		346,650
	77					1.
Total expense	\$ 580,625,338	\$ 29,137,111	\$ 609,762,449	\$ 34,127,773	\$ 1,080,428	\$ 644,970,650
8						

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

# CONSOLIDATED STATEMENT OF CASH FLOWS

# Year ended September 30, 2021

Cash flows from operating activities:		5		83	. **	'
Change in net assets	# 5		37.0	9838	\$	9,957,560
Adjustments to reconcile change in net assets	to net cash		26			
provided by operating activities:				(0)		
Gain on forgiveness of debt			32 J	10		(1,074,400)
Loss on disposal of property and equipmer	nt					87,708
Depreciation			360			346,650
Changes in operating assets and liabilities:					V)	1
Increase in receivables for program work						(14,705,893)
Decrease in field advances - program		90				3,691,792
Increase in employee advances						(92,113)
Increase in prepaid expenses		Ş.				(348,177)
Increase in other assets	60					(229,776)
Increase in inventory			26			(8,230,710)
Decrease in accounts payable and payro	ll withholding	s				(10,600,522)
Decrease in accrued vacation		0.27(3)			54	(84,561)
Increase in advances for program work						36,330,138
\				2		
Net cash provided by operating activ	ities			100	\	15,047,696
*			*	39.	20	9.
NET INCREASE IN CASH AND CAS	SH EQUIVAL	ENTS		12		15,047,696
			25	<u>(i)</u>		. 1
Cash and cash equivalents at beginning of ye	еаг					81,368,115
				9		3
Cash and cash equivalents at end of year				₩	\$	96,415,811
	1867				108	

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

**September 30, 2021** 

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

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

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

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

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

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

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

#### Principles of Consolidation

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

#### Basis of Accounting

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

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

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED: CONSTITUTED

#### September 30, 2021

#### Use of Estimates

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

#### Cash and Cash Equivalents

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

#### Property and Equipment

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

#### Recent Adopted Accounting Pronouncements

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

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

#### Revenue Recognition

#### Grants and Contacts

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

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

#### 計画的 (金属 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED) CC

#### September 30, 2021

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

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

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

#### **Donated Materials and Services**

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

#### Income Taxes

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

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

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

#### Functional Allocation of Expenses

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2021

#### Foreign Currency Transactions

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

#### Receivables for Program Work

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

#### Recent Accounting Pronouncements

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

#### NOTE C - CONCENTRATION OF CREDIT RISK

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

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

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

	en to a g	_	Cost	Accumulated Depreciation		٠	Net
Furniture and equipment Leasehold improvements		\$	592,816 3,380,365	\$	583,779 666,655	\$	9,037 2,713,710
that Barry W	grade, da	· <u>\$</u>	3,973,181	\$	1,250,434	\$	2,722,747

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

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED: CARRY

#### September 30, 2021

#### NOTE E - ADVANCES FOR PROGRAM WORK

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

Other - non-governmental:			
Bill and Melinda Gates Foundation	5 S. 7 NA 1876	. \$	19,139,937
Various donors	THE REST OF STATE		17,133,997
Global Fund	#8 \$5		48,415,977
Doris Duke Charitable Foundation	B		1,499,105
	***************************************		
9	899	\$	86,189,016

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

#### **NOTE F - DEBT**

#### Citizens Bank

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

#### John Snow, Inc.

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

#### Loan Payable - Paycheck Protection Act

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

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2021

#### **NOTE G - CONTINGENCIES**

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

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

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

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

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

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

#### **NOTE I - RELATED PARTY TRANSACTIONS**

#### John Snow, Inc.

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

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

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

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

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2021

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

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

Administrative and technical support Other direct charges (including rent of \$1,088,603)	10	(3)	\$ 1,671,428 1,493,832
8	57		\$ 3,165,260

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

#### Other

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

The Manoff Group, Inc. (a non-ex- John Snow, Inc.)	empt corporation; 40% owned by	61		\$ 1,564,751	
B	<b>1</b> 00		8	\$ 1,564,751	

#### **NOTE J - RETIREMENT PLANS**

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

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

#### **NOTE K - COMMITMENTS**

#### Operating Leases

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

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2021

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

2022 2023 2024 2025 2026	ev e e e	to ( 2	\$	450,718 396,612 155,324 160,680 166,036
12	k		\$	1,329,370

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

#### NOTE L - CONCENTRATION OF FUNDING

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

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

#	* *): 	Revenue	% of Total Income
The Global Fund (PfSCM) U.S. Agency for International Development (R&T and WEI)		6 424,622,326 6 128,400,664	65% 20%

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

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

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

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

#### September 30, 2021

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

Cash and cash equivalents	194	ž.		442	\$.	96,415,811
Receivables for program work				*		44,323,084
	**					
Total financial assets available within one year				额	•	140,738,895
Less contractually restricted and donor restricted assets	514	140				86,737,432
	32	50			_	
Total financial assets available to management for general expenditures within one year	•		95	*	\$	54,001,463

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

#### **NOTE N - SUBSEQUENT EVENTS**

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

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	11.64		经	Osta Salasa	* ***	1

SUPPLEMENTARY INFORMATION

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

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

130 <sub>10</sub>	155.000	255 pages	A		12.7	
***		55.50			(40)	
	(F) (6			Federal	4000	
Federal Grantor/Pass-through Grant	netDenoram Title	1	Agency or Pass-through Number	Assistance Listings #	Federal . Expenditures	Total Subcontract Expenses
	400	8 8 3		LISUINGS IF	CAPERIORE	Dipenses
U.S. AGENCY FOR INTERNATIONAL	, DEVELOPMENT		10G2	<del>1</del>	_ 0 8	Yi so:
Direct Grant: USAID Foreign Assistance for Progra	ema Overseas:		* * * * * * * * * * * * * * * * * * *		7 14	1
UGANDA NUMAT	ans Overseas.		617-A-00-06-00009-00	96,001	\$ (1,627)	\$ ::*
NIGERIA TSHIP	45	2007	620-A-00-09-00014-00	98,001	(16,757)	
SPRING			AID-OAA-A-11-00031	98,001	(14,812)	(14,812)
Advancing Partners			AID-OAA-A-12-00047	98,001	(98,215)	(70,506)
Live Learn & Play			AID-QAA-L-12-00003	98,001	(2,210)	(-5,555)
PAKISTAN HSSP			AID-391-A-13-00002	98.001	4,885	٠.
AIDSFree	4.7	W (E. 2)	AID-0AA-A-14-00046	98,001	(78,270)	V. 32
TANZANIA CHSS			AID-621-A-14-000004	98,001	1,300	
ZambiaUSAIDDiscoverHealth			AID-611-A-1600004	98,001	22,422,542	324,779
Timor-Leste RBHS			AID-472-A-18-00001	98.001	485,087	324,110
Ghana HIV/AIDS		(A)	AID-641-A-18-00007	98.001	4,581,558	1,145,953
		100 gg				
Madagascar CCH		*::	AID-687-A-16-00001	98,001	4,416,221	254,815
Build Healthy Cities			AID-GAA-A-17-00028	96.001	1,164,732	483,923
Pekistan IHSS-SD	£0		AID-391-A-17-00002	98,001	10,000,606	1,590,485
USAID Adv. Nutrition			7200AA18C00070	98.001	21,724,218	9,703,057
Partnerships Plus			7200AA18CA00032	98,001	2,580,072	2,465,053
Kyrgyz Cure Tuberculosis			720115119CA00001	98.001	3,675,035	858,580
TIFA TB			7200AA19CA00013	98.001	3,239,631	1,000,180
OFDA CB PMC2			720FDA19GR00261	96.001	353,540	2,591
MRITE	2.5	100	7200AA20CA00017	98.001	6,781,001	2,846,903
CHISU			7200AA20CA00009	98.001	3,034,431	293,749
USAID/Lace MCH-N Activity	<b>5</b>		72043921CA0001	98,001	10,378	1
	Total Dire	ict Grants- USAID	, , , , , , , , , , , , , , , , , , , ,		84,245,308	20,884,730
Pass-through Grant:	10=014	COLD COST	339			
USAID Foreign Assistance for Progra	ems Overseas:			3.9		1 to 1
Family Health Internet	EpiC VM	MC	CA#7200AA19CA00002	98,001	690,332	<ul><li>3 3 sc</li></ul>
Family Health Internati	EpiC Glo		7200AA19CA00002	98.001	2,175,005	4
PR8	-	RB Momentum 2C	7200AA20CA00003	98.001	1,000,248	- S
Heartland Alliance Intil.	=	ria TMA (I	72082029CA00001	98,001	57,831	31 17
Heartland Alliance infl.	-	ria TMA 2020/2021	72062020CA00001	98,001	410,264	3.5
John Snow Health Zambia		alth Activity	720611121CA00001	98.001	258,426	
NCBA CLUSA	•	FTF Cult Nut	72088518CA00001	98.001	296,067	99
PSCM		und PPM	N/A	98.001	3,020	33
PSCM #	PISCM (	Clients	N/A	98.001	794,388	99 99
Paltedium International	Deta Fi		7200AA19CA00004	98.001	1,806,776	7. 3
Palladium International	IAPHI, H	P+Grant	AID-OAA-A-15-00051	98,001	32,686	
Palladium International	HP+ IAP	HL II	AID-OAA-A-15-00051	98,001	242,852	16,800
Pathfinder International	Ethiopie	TRANSFORM	AID663A1700002	98,001	4,910,626	
The Trustee's of TUFTS Col	STOP S		7200AA20CA00032	98.001	922,468	
		a-through Grants- USAID		30.007	14,266,987	16,800
U.S. AGENCY FOR INTERNATIONAL	. DEVELOPMENT - Total			- 155 - 155	90,512,293	20,901,530
	9	•	·			20.00
U.S. DEPARTMENT OF HEALTH AN	3 HUMAN SERVICES	St. 96	* 300	1		25,00
Direct Grant:	_	*	2 X			
Advancing System Improvements for I	-					(F) (h)
DHHS	Womens	Health-NTC	ASTWH200090-01-00	93,068	.2,275,441	220,000
DHHS	Womens	Health-NTC ?	ASTWH200090-02-00	. 93.068	5,578	1,038
,	•	*********	90 (E) 70 (e) 06	•	2,281,019	220,000
HIV-Related Training and Technical A	ssistance -	3667353	11 Miles (Miles			100
HRSA	HIV integ	rated Ping	U69HA30144 ·	93.145	128,311	89,500
HRSA	_	rated Ping	U69HA30144-04	93.145	165	(C I
HRSA		rated Ping -	U69HA30144-05	93,145	550,693	(O P)
HRSA	_	ACE Health Lit	U69HA30143	93,145	76,892	المرية : مرية : مرية المرية ا
HRSA	Planning	- Contract	U69HA39065	93.145	90,598	43,415
HRSA	Garage Contract Contr		U69HA39065-01	93.145	379,558	9,785
Times	Planning	WHIT I	CONTRACTOR I	, 55,175		
			저 선생 것	\$1	1,226,217	157,700
Family Planning Personnel Training		* . 3			1.	25 25
FPNTC-SDI	5200		FPTPA008028-03	93,260	2,326	· 10
Title X-NTC	Mark 1 1	Water to the	FPTPA006030	93,260	2,657,035	44,000
		to a star with	10 mm m m m m m m m m m m m m m m m m m		2,859,381	44,000
ردر جوريطو ودو		Apple Apple	, milmini im		7 % JUL 1980	Line tile i to i
\$ 14 1 X Lat.	· 5	ANN AND THE			10	E
AND SHOULD SEE SEE SEE	2.2022	distribution of the second	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		A win	and the second second

#### ISI Research and Training Institute, Inc.

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#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

	· · · · · · · · · · · · · · · · · · ·	# II			
	are a service.		Federal		T-1-1 (5) 1-1-1
teral Granton/Pass-through Granton/Program Ti	the second		Listings #	Federal Expenditures	Total Subcont Expenses
Service Character Character (Character (Character)		-			X()
alth Systems Strengthening and HIV/AIDS Prevent	ion, Care and Treatment -	****		****	* * * * ·
HRSA RRHO	4	UH5HA30789	93.266	192,142	
HRSA RRHO	29	UH5HA30789-03	93.266	(489)	20
HRSA RRHO ,		UH5HA30789-04	93.266	578,503	• • •
nage Pregnancy Prevention Program	*	66	16	770,156	
		1 TPSAH000006-01-00	93,297	1,302,843	
DHHS	TPP-NTC				
DHHS	TPP-NTC	TPSAH000006-02-00	93,297	1,306,878	
Emergency Relief Project Grants:		\$5,740		1,000,070	7.4
RWHAP ACE Health Lit	20	U69HA30143-04	93.914	(7,560)	(7,
Care Formula Grants:					
RWHAP ACE Health Lit	¥.	U69HA30143-05	93,917	. 275,175	. 38,
cial Projects of National Significance:	•<				+:
SSC for PWH and OUD		U90HA33190-01	93.928	(651)	
SSC for PWH and OUD		U90HA33190-02	93,928	2,104,895	359.
SSC for PWH and OUD		U90HA33190-03	93.928	105,015	20,
SC RF PWH MR COD		000120010000	50.020	2,209,259	379
. E	.1.	(1)	28		
	Total Direct Grants- Department of He	eith and Human Services		10,920,505	831
**					
-through Grant:		50		33	
ic Health Emergency Preparadness:					
NH DHHS	PHPS FY21	Agreement@7,09.20	93.069	87,793	
					-
ronmental Public Health and Emergency Respon					
MA Dept. of Public Health	MDPH Asthma	RFR 500224	93.070	65,740	
NH DHHS ·	PHPS19	Agreement@7.09.20	93,070	(400)	
NH DHHS	PHPS FY21	Agreement@7.09.20	93.070	68,115	40
				133,455	40
₹.).		<b>8</b> 8			
nical and Non-Financial Assistance to Health Ce	inters;	€ ~			
HRSA	HITEQ	Ú30C\$29366	93,129	60,258	149
HRSA	HITEO	U30CS29366-06	93,129	651,262	30
HRSA .	HITEQ	U30CS29366	93,129	63,218	
HRSA	HRSA HITEO ARP	U3FCS41776	93,129	13,950	3
Cornrn Hith Ctr CT	CHCACT Training FY21	Agreement@9.15.20	93,129	591	
Comm Hith Ctr CT	CHCACT UDS	Agreement@9.14.21	93,129	663	
		100		809,942	183
perative Agreements to States/Territories for the	Coordination and Development of Primar	Care Offices:		<del>,                                    </del>	
State of Maine	ME DHHS HPSA FY20	CD0-20-2215	93.130	32,500	
Myoming Dept. of Health	WY PCO FY 20	ORH-0212-D	93,130	39,986	20,40
RI Dept. of Health	RI EPI FY21-26	7607811	93,130	4,996	
i popular i remai	7		33	77,482	
y Prevention and Control Research and State an	d Community Resed Programs				
RI Dept. of Health	RI EPI FY21-26	7607811	93,136	59 480	- 85
munity Programs to Improve Minority Health Gra		1905			500
Boston Medical Center	Project RECOVER Eval	N/A	93.137	28,384	(A 3%)
Related Training and Technical Assistance:		56.			307
lational Alliance of Stat	NASTAD EHE SCP Sub	2020-CO-326401-657	93.145	82,327	1.0
tational Minority AIDS Co	ELEVATE	U69HA39335	93.145	60,715	
				143,042	19
		920 E		- 110,512	š ———
thood Lead Poisoning Prevention Projects, State ention and Surveillance of Blood Lead Levels in		T. 34	100		
	PHPS FY21	Agreement@7,09,20	93,197	38,968	
VH DHHS	PHPS FY22	Agreement@7,10.21	93.197	184,207	
NH DHHS	PRESETZZ	Agreemengs, 10.21	33.187	203.195	
		- +	4	200,180	200
ity Planning Services:	MDPH FP Data Sys	1 FPHPA006425-01-00	93.217	48,589	45
A Dept, of Public Health	The state of the s			· ·	
H DHHS	NH FP Data System FY18	05-95-90-902010-5530	93.217	3,642 -	2
NY Dept of Health	NYS FP Training	DOH01-C33229GG-34500	93.217	253,232	1
Mississippi State Dept of Health	MSOH FP Needs Assessment	FPHA006475-02-00	93.217	98,242	E enteres
was a same				401,685	
its to States to Support Oral Health Workforce A			of table to		ri, şirili
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93,236	194,548	70
NH DHHS (1) (1) THE SHEET	PHPS FY21.	Agreement@7.09.20	93.236	29,87,4:	
A series of the	A STATE OF THE PARTY OF THE PAR	7		224,420	70

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

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

20 00 10 20 00 0 20 00 00 00			40 and	***		107
		, to the second		Federal Assistance	Federal	Total Subcontrac
Federal Grantor/Pass-through Gr	anton/Program Title	N N N 1	Agency or Pass-through Number	Listings #	Expenditures	Expenses
Action/Boston Comm Devel		ABCD HIV/SA Eval	Agreement@1.11.19	93,243	- 24,518	33
NH DHHS	•	BDAS Center SFY19	92058501	93.243	622,631	William Se
South End Community	50 10	SECHC Opioids	Agreement(2) 10.15.18	93,243	57.228	
Signature Healthcare		Brockton OBAT	Agreement@10/1/18	93.243	47,104	[ ]
Universitý of NH	tie i	SYT TA- UNH Subaward	. 1H79TI080192-01	93.243	9,121	
RI Dept of Bev Hither Dev		PFS FY20	3629405	93.243	27,134	
Harbor Homes, Inc	2	Harbor Homes TCE MUD	Agreement@11,21.19	93.243	25,304	
Tri-County Community		RI Host Campaign 1	Agreement@5.26.20	93.243	22,850	
Woonsocket Prevention		RI Host Cempaign 2	Agreement@6.05.20	93.243	1,064	
Kent County Prevention		RI Host Campaign 4	Agreement@5,19.20	93.243	272	
East Bay Regional		RI Host Campaign 5	Agreement@5.14.20	93,243	10,089	
Newport County Prevention	49	RI Host Campaign 6	Agreement@5.14.20	93,243	4,732	10
South County Prevention		RI Host Campaign 7	Agreement(\$5,19,20	93.243	4,998	1
RICARES	(*)	RICARES RCSP Evaluation	Agreement@3.4,21	93.243	9,543	
Rhode Island Student		RISAS RI Suicide Pryntion	Agreement@8.4.21	93.243	2,854	
Harbor Homes, Inc		Harbor Homes GBHI	Agreement@12.4.18	93.243	43,019	
riandor rionnes, inc		·	Page station and 12.5.10	00.240	912,561	-
mmunization Cooperative Agreeme	ents:					
MA Dept, of Public Health		High Risk Adult Imm	CAPACITYBLD500824M04	93.268	21,643	
MA Dept. of Public Health		MIIS Support Desk	PRF61	93.268	383,701	•
NH DHHS		PHPS FY21	Agreement@7,09,20	93.268	41,479	29,62
NH DHHS		PHPS FY21	Agreement@7,09,20	93,268	18,415	
NH DHHS		PHPS FY22	Agreement@7.10.21	93,268	18,243	5,14
	ran		93E	17	483,481	34,76
Drug-Free Communities Support Pr	noram Grants -				-	-
Boys & Girts Club of South	· •	Souhegan Valley Eval	N/A	93.276	6,293	
East Boston Neighborhood		E Boston Vape & MJ Prev 1	Agreement@8,4,20	93.276	15,339	₽
Case Coston I valle con noce		E BOOM TOPE O NOT TO		00.270	21.632	
Child Development and, Surveilland	a; Research and Prev					-41
Aroostook County Action		MEJVN	Agreement@7.23.18	93.312	16.071	
Epidemiology and Laboratory Cape	city for infectious Disea		500824	93.323	152,410	W
MA Dept. of Public Health		MDPH HAI FY20				
MA Dept. of Public Health		MA DPH Covid Dash Support	PRF61	93.323	125,696	
NH DHHS		SORH NH Project Firstline	Agreement@12.1.20	93.323	114,968	
NH DHHS		PHPS FY22	Agreement@7.10.21	93.323	122,443	
	***	:=:			515,515	
National and State Tobecco Contro	Program		T. T. Laurens			
NH DHHS		SORH - Com Based Tob Prev	Agreement@11.5.20	93,387	186,109	13,40
						20
Public Health Emergency Responsi Health Crisis Response:	s: Cooperative Agreen	nent for Emergency Response: Public				1.00
NH DHHS		PHPS FY21	Agreement@7.09.20	93.354	628,685	
1st Century Cures Act - Precision	Martirina tritlativa .			93		
NH DHHS	MACHET A SHORTAG -	Oral Health Promo	05-95-90-902010-45270000	93,366	66,822	6,00
	through Graventine an	d Management of Diabetes and Hea		55.555		- 0,00
Disease and Stroke:	anoogi Preventon Zi		8			
CT Dept of Public Health		CT Chronic Disease	#2020-0021	93,426	312.253	40,20
GA Dept Public Health		GA DPH CHW Network Dev	40500-031-21213493	93,426	16,639	
MA Dept. of Public Health		MDPH Diebetes 3	PFR 500224	93,426	29,260	,
NH DHHS		Chronic Conditions	Multiple- see notes	93,426	53,514	**
NH DHHS .	· ·	SORH Chronic Conditions	Agreement@4.5.21	93,426	108.812	11,60
State of Maine	•					
DESTRUCTION AND THE	tu.	. ME Preciabetes Marketing	1 NU58DF008545-04	93.426	90,227	
					609,705	51,8
very Student Succeeds Act/Presc	hool Development Gra		2005			
School Administrative Uni		SAU21 POG		93,434	7,975	
United Way of Mass Bay		UWGSNA	2849	93,434	54,445	\$1.00
41.41.5244		3 1	15.5 M n	£	62,420	W 22
	ealth Strategies to pre	vent and Manage Diabetes and Hee	n iamata sa sata			200
isease and Stroke:			2 JA 1	36 65		998 N N
, MA Dept. of Public Health		MDPH Diabetes	RFR 560224	93.435	-68,518	
Colorado DPH		Strategic Planning	a	93.435	1,484	
•					70,002	
WELL-INTEGRATED SCREENING	AND EVALUATION F	OR WOMEN ACROSS THE NATION	(WISEWOMAN)	£5.00		
		SORH Chronic Conditions	Agreement@4.5.21	- 93,430	35,035	- 77-4-1
may and the Ta	en change		///	27.77		

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

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Federal Grantor/Pasa-through Grantor/Program Title		Agency or Pass-through Number	Federal Assistance Ustings #	Federal Expenditures	Total Subcontrac
Programme State of Contract Co	14	- Manufat Lass-tra coditionmed	22 (1)	<u>Dipolitations</u>	,
Substance Use-Disorder Prevention that Promotes Opic (SUPPORT) for Patients and Communities Act -	old Recovery and Treatment		4 1	25	
RI and Providence Plantat	RICLAS Career Pathieys	3665688-1	93.664	156,854	75,903
PPHF: Racial and Ethnic Approaches to Community He Prevention and Health Funds	eth Program financed solely by Public	N 27 28	+	35	(A)
Lowell Community Health	LoWell REACH	50 20	93.738	59,097	1.
	• •			/10	
Preventive Health and Health Services Block Grant fund	ded solely with Prevention and Public				
Health Funds (PPHF):	BC8H FY21	CS202519001	93,758	48,036	
Missouri Opt of Hith & Sn R) Dept. of Health	RI EPI 2016	7549784	93.758	41,678	
				87,714	
Opioid STR:		3.5			
MA Dept. of Public Health	SOR and CDC Grant	PRF61	93.788	363,247	
NH Alcohol & Drug Abuse	NHADA NH Stimutant Summit	BDAS-21-22-SOR	93.788 93.788	43,285	. 1
RI Dept of Sev Hithor Dev	RI WED SOR FY20	N/A .	¥3.700	(1,868)	
Paul Coverdell National Acute Stroke Program National	Center for Chronic Disease Prevention		33		-
and Health Promotion -		1001	66		
MA Dept. of Public Health	Coverdel Chart FY21	RFR 500224	93.810	35,587	
MA Dept. of Public Health	Stroke Chart Audits	PRF61	93,810	35,593	- 1
Capacity Building Assistance (CBA) for High-Impact HIV	/ Prevention:	8 8		30,060	
CICATELLI ASSOCIATES, INC	CDC HIP Training	₩10	93.834	62,688	
CICATELLI ASSOCIATES, INC	CAI PROMISE MINI TRAINING	AGREEMENT @ 4.6.21	93.634	3,861	
				66,549	3.84
Maternal, Infant and Early Childhood Home Visiting Grad		2		(II: 7, 158	
NH OHHS	PHPS FY22	Agreement@7.10.21	93.870	48,928	14 1
National Bioterrorism Hospital Preparedness Program: NH DHHS	PHPS FY21	Agreement@7.09.20	93,889	949	
NH DHHS	PHPS FY22	Agreement@7.10.21	93,889	4,159	**
VT Department of Health	2020 VT CSC	39704	93.889	24,545	1-
				29,653	
Cancer Prevention and Control Programs for State, Ten	ritorial and Tribal Organizations:			18	9# (S)
MA Dept. of Public Health	Prostate Cancer Disperity	500224	93.898	32,677	
NH DHHS	Oral Health Promo	05-95-90-902010-45270000	93.698	5,580	/30
NH DHHS	Chronic Conditions	Multiple- see notes	93,898	33,838	1.0
NH DHHS	SORH Chronic Conditions	Agreement@4.5.21	93,898	21,848	
University of Vermont	UVMCC Pilot Evaluation	Agreement@4.27.21	93,898	2,909 95,752	
HIV Care Formula Grants:	(%)	×		40,732	
MA Dept. of Public Health	Policy Dev Eval QI	CAPACITYBLD500824M04	93,917	270,158	
MA Dept. of Public Health	FY 17 HIV QA	PRF61	93.917	1,359,370	378,087
				1,629,528	376,067
Special Projects of National Significance:				(\$)	77
National Alliance of Stat	NASTAD - TAVIE Eval Proj .	N/A	93.928	30,419	24,985
Native Hawelin Health Care Systems	Building Futures Together	T26HP39462	93,932	25,475	· (4
University of NH HIV Prevention Activities Health Department Based:	Figs	12011-30-02	<b>5</b> 3.501	20,475	1
NH DHHS	PHPS FY22	Agreement@7,10.21	93.940	. 18,044	40 00
MA Dept. of Public Health	FY 17 HIV QA	PRF61	93.940	15,256	70 m
NH DHHS "	PHPS FY21	Agreement@7.09.20	93.940	89,047	19
	13 15	\$50 kg		122,347	
Assistance Programs for Chronic Disease Prevention at				00.440	
NH DHHS	Chronic Conditions	Multiple-see notes	93,945	25,419 5,775	11,000
NH DHHS	SORH Chronic Conditions	Agreement@4,5.21	93,945	31,194	11,660
Block Grants for Prevention and Treatment of Substance	the state of the s		70	Districts G	.,,,,,,,
				\$2.75	- Si
RI Department of Behavioral Healthcare,	RIPRC II	3534294	93,959	310,616	· ·
Development Disabilities and Hospitals		e ,24	5		1
Sexually Transmitted Diseases (STD) Prevention and C					ا د در سمعین
MA Dept. of Public Health 147 115	MOPH Ratelle	PRF61 T 19-200 TOWNSHIP STORES	93.977		Automatica de la
Preventive Health and Health Services Block Grant:	BCBH FY21		93,991	15,489	
Missouri Opt of Hith & Sn	Oral Health Prompt 198	C\$202519001	93,991	656.250	ระหวัง · 585.377
NH DHHS	Oral Health Promo	05-85-80-8020 10-4527000 11-45-11-11-11-11-11-11-11-11-11-11-11-11-11	3.001	871 73Q	585 377
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#### ISI Research and Training Institute, inc.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

* 4.			Federal	10 10 E	
\$3	7	160 141 90	Assistance	Federal	Total Subcontra
ederal Grantor/Pass-through Grantor/Pr	rogram Title	Agency or Pass-through Number	Listings #	Expenditures	Expenses
laternal and Child Health Services Block G	irent in the States:				
Ri Dept. of Health	RI EPI FY21-26	7507811	93,994	58,767	
NH DHHS	PHPS FY21	Agreement@7.09.20	93,994	54,603	\$2 \$2 ***
University of NH	SHAPI	Subsward L0032	93,994	21,312	
Olimental or Inc.	25		33,334	132,682	
\$5	85 @		\$2 D	1	
	Total Pass-through Grants- Depar	tment of Health and Human Services		9,708,271	1.525.0
S. DEPARTMENT OF HEALTH AND HU	MAN SERVICES - Total	(4)	0.0	20,628,778	2,356,8
±15	(M) 51		24		
NVIRONMENTAL PROTECTION AGENC			6		
SCA Title IV State Lead Grants Certification	•			10	90
NH DHHS	PHPS FY21	Agreement@7.09.20	66,707	66,397	28,3
NH DHHS	PHPS FY22	Agreement@7.10.21	66,707	19,473	2,5
NH DHAS	PhPS F122	Agrammagr.10.21	00.707	85,870	30,8
				65,870	30,0
VIRONMENTAL PROTECTION AGENC	Y - Total			85,870	30,6
	12				
IAP CLUSTER Iss-through Grant:					
• •					
mmunity Food Projects	SCGHFP	Agreement@8/10/20	10,225	20,180	
Springfield Community	SUGREP	Agreementgor10/20	10,223	20,180	
NAP CLUSTER - Total				20,180	****
S. DEPARTMENT OF HOMELAND SEC	URITY	19	550		
rect Grant:				5 <del>0</del>	100
pating Safety Financial Assistance:				/4	
U.S. Coest Guard	Life Jacket Study	3319FAN119207	97,012	278,318	16.0
S, DEPARTMENT OF HOMELAND SEC	URITY - Total		-2	278,316	16,
	製 選		3.75		
S. DEPARTMENT OF EDUCATION	41		76		
ss-through Grant:					
lucation Stabalization Fund				****	
National Community Health	NCHP Arizona HMPTN UNIV - VA Workforca	Agreement@8,6,21	84.425 84.425	23,154 147,192	40
Hampton University			84,423	170,346	
S, DEPARTMENT OF EDUCATION- To			4	170,346	
S. DEPARTMENT OF STATE		00			
,			N - 17		
rect Grant:					
e U.S. President's Emergency Plan for A		00	19.029	(80,935)	(83,
U.S. State Department	DREAMS OGAC	S-EMAQM-16-CA-1103	19.029		
S. DEPARTMENT OF STATE - Total				(80,935)	(83,
S. DEPARTMENT OF TRANSPORTATI	ON S			١ .	
ss-through Grant:					12#100
ate and Community Highway Safety-	970/5 ES	- 4		2	coom
RI Department of	RIDOT-PREVCON	3695958	20,600	15,404	
Tice of International Science and Engli			20,000	15,404	
nce or sicernational science and engi	manage could	(u is	12 E	10,444	-
tal Expanditures of Federal Awards		**	. 4	\$ 119,630,250	\$ 23,221,
	. X				

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

#### NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

September 30, 2021

#### **NOTE 1 - BASIS OF PRESENTATION**

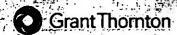
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of JSI Research and Training Institute, Inc. under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with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

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

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

#### **NOTE 3 - INDIRECT COST RATE**

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



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

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 f +1 617 723 3640

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

Board of Directors

JSI Research and Training Institute, Inc.

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

#### Report on internal control over financial reporting

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

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

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



#### Report on compliance and other matters

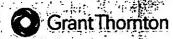
As part of obtaining reasonable assurance about whether the Entity's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct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

#### Purpose of this report

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

Boston, Massachusetts June 24, 2022

Sant Thornton LLP



9RANT THORNTON LLP 75 State Street, 13th Floor Boston, MA 02109

D +1 617 723 7900 F +1 617 723 3640 INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors

JSI Research and Training Institute, Inc.

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

#### Opinion on each major federal program

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

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

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

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

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

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



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

#### Responsibilities of management for compliance

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

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

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

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

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

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



#### Report on internal control over compliance

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

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

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

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

Boston, Massachusetts June 24, 2022

Scort Thornton LLP

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

#### SCHEDULE OF FINDINGS AND QUESTIONED COSTS

September 30, 2021

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

#### Financial Statements

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

Unmodified

Internal control over financial reporting:

· Material weaknesses identified?

No

Significant deficiency(ies) identified?

None noted

Noncompliance material to the financial statements noted?

No

#### Federal Awards

Internal control over major programs:

Material weaknesses identified?

· No

Significant deficiency(ies) identified?

None noted

Type of auditors' report issued on compliance for major programs

Unmodified

Any audit findings which are required to be reported under 2 CFR

section 200.51(a):

Nο

Identification of major programs:

Federal Assistance Listings Number

Name of Federal Program

98.001

Foreign Assistance for Programs

Overseas

Dollar threshold used to distinguish between Type A and Type B

programs:

\$3,000,000

Auditee qualified as low risk auditee?

No

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

#### SCHEDULE OF FINDINGS: AND QUESTIONED COSTS - CONTINUED:

**September 30, 2021** 

#### SECTION II - FINANCIAL STATEMENT FINDINGS

None noted:

SECTION III - FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

None noted.

# JSI Research and Training Institute, Inc. and Affiliate STATUS OF PRIOR YEAR'S FINDINGS AND QUESTIONED COSTS: 03

### **September 30, 2021**

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



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

Alexander K. Baker, MBA Chief Operating Officer ISI

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

#### LYSON M. COBB

JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3319 acobb@jsi.com

#### EDUCATION

FEMA EMERGENCY MANAGEMENT INSTITUTE, EMMITSBURG, MARYL Master Exercise Practitioner, 2020

BOSTON UNIVERSITY SCHOOL OF PUBLIC HEALTH, BOSTON, MASSACHUSETTS Masters of Public Health in Infectious Disease Epidemiology, 2015 Delta Omega Honorary Society in Public Health

BUCKNELL UNIVERSITY, LEWISBURG, PENNSYLVANIA Bachelor of Arts in Chemistry, Minor in American Literature, 2009

#### **TRAININGS**

NH DIVISION OF FIRE STANDARDS AND TRAINING AND EMS, CONCORD, NEW HAMPSHIRE IS-300 Intermediate ICS for Expanding Incidents, 2017

FEMA EMERGENCY MANAGEMENT INSTITUTE, INDEPENDENT STUDY COURSES (ONLINE) IS-100.a Introduction to the Incident Command System, 2009 IS-120.a: An Introduction to Exercises, 2015 IS-103.a How to be an Exercise Evaluator, 2018 IS-200.a ICS for Single Resources and Initial Action Incidents, 2009 IS-700.a National Incident Management System- An Introduction, 2009 IS-800.c National Response Framework, An Introduction, 2018

HOMELAND SECURITY EXERCISE AND EVALUATION PROGRAM, AGAWAM, MASSACHUSETTS Homeland Security Exercise and Evaluation Program Training Course, 2010

#### EXPERIENCE

JSI, Bow, New Hampshire Consultant, August 2015 to present Project Associate, August 2010 to August 2015 AmeriCorps\*VISTA Member, August 2009 to August 2010

#### Selected projects:

Massachusetts Department of Public Health Patient Placement Coordination Plan & Pediatric Surge Annex Working with MA DPH OPEM to update Patient Placement Coordination Plan and develop a Pediatric Surge Annex to MDPH's Emergency Operations Plan. Convening Project Management Teams of key stakeholders to advise the edits/development of plans.

#### New Hampshire Division of Public Health Services COVID-19 Support.

Supporting NH's response to the COVID-19 pandemic as the Contact Tracing & Active Monitoring Branch Deputy Director. Oversee three units with 5 unit leaders and ~50 staff members with the missions of notifying exposed contacts, monitoring cases and contacts, and working with businesses to slow the transmission of SARS-CoV-2 around the state. Recently helped select, test, and implement an electronic contact tracing software: Regular responsibilities include training new staff members, developing and updating scripts and job aides, and coordinating with others within the organization structure to make improvements to response processes.

Massachusetts Department of Public Health Emergency Operations & Recovery Plans Development Worked with MA DPH OPEM to update a department-wide Emergency Operations Plan and develop a Recovery Annex. Facilitated collaborative process with MA DPH staff to develop an Emergency Operations Plan that met the needs and



#### Massachusetts Jurisdictional Risk Assessments

Worked with Massachusetts Division of Public Health, Office of Preparedness and Emergency Management (MA DPH OPEM) to design and implement a participatory, multi-sectoral risk assessment process for the six Health and Medical Coordinating Coalitions (HMCCs). Project included development of an online survey for coalition members to prioritize risks from a set of nine hazards and assess regional preparedness using a JSI-developed instrument derived from the CDC's 2011 Public Health Emergency Preparedness Capabilities and the 2016 Health Care Capabilities. Analyzed data and facilitated in-person meetings with coalition members in each region to review results and plan appropriate mitigation strategies to reduce risk. Developed toolkit to assist HMCCs with mitigation strategy development and implementation.

#### New Hampshire Public Health Emergency Planning Technical Assistance and Training

Lead project to provide technical assistance and support to the 13 Regional Public Health Networks in NH around public health emergency preparedness, planning, and response. Assess statewide needs to provide technical assistance to all 13 Networks and provide one-on-one technical assistance to Networks upon request. Develop and deliver trainings, plan templates, and tools on a variety of public health and emergency response topics, including medical surge, standard precautions, points of dispensing, and public information. Develop, facilitate, and evaluate exercises and real events. Conducted After Action Report development processes in New Hampshire for 2009 H1N1, 2012 Hepatitis C Outbreak, and 2014-15 Ebola responses. Serve on the planning committee and conference staff for the annual NH Emergency Preparedness Conference.

#### New Hampshire Ebola and Emerging Infectious Disease Readiness

Implemented project to improve preparedness of the health care system to identify, isolate, and manage high threat infectious disease cases. Conducted an assessment of current infectious disease readiness capacity of hospitals, based on the CDC Infection Control Assessment and Response Program's methodology. Planned and facilitated two HSEEP-compliant tabletops focused on isolation of an infectious disease patient and transporting an Ebola patient to the Regional Ebola Treatment Center in MA. Drafted NH's first ever High Threat Infectious Disease Plan and updated state Ebola Response Plan to address new guidance and findings from tabletop exercises.

#### Active Ebola Monitoring Program for Low Risk Travelers in Massachusetts

As a consultant epidemiologist for MA Department of Public Health, actively monitored incoming travelers from Ebola-affected West Africa with a low risk of exposure for 21 day incubation period. Role included daily communication with travelers, entering traveler information into web-based secure surveillance system (MAVEN), and coordinating with local health departments to ensure continuous monitoring.

#### Speare Memorial Hospital High Threat Infectious Disease Plan Development

Work with Speare Memorial Hospital to revise existing plans to incorporate most recent guidance on the identification isolation, and management of suspect and confirmed high threat infectious disease cases, including protocols for personal protective equipment donning and doffing, readying isolation rooms, laboratory sample management, internal patient transport, and radiology procedures.

#### North Central Wisconsin Healthcare Emergency Readiness Coalition Exercises

Assist in the development of exercises to assess regional plans, including a workshop to develop plans to meet the needs of individuals with access and functional needs using the Community Outreach Information Network (COIN) framework, and tabletop exercises focusing on surge management, fatality management, and critical infrastructure staff dispensing. Responsibilities included designing, facilitating the exercises, and evaluating and developing the After Action Report and Improvement Plan.

#### MA Region 4AB Critical Staff Dispensing Tabletop Series

Led project to design, facilitate, and evaluate a series of three tabletop exercises for local public health staff and their critical infrastructure partners.

MA Region 4AB Medical Countermeasures Dispensing in Response to Emerging Infectious Disease Workshop Technical Advisor on project to develop, facilitate, and evaluate a workshop for Region 4AB Board of Health representatives to strengthen capabilities to protect the health and safety of critical staff in public health emergencies. Developed template plan language based on workshop findings.



### JONATHAN A STEWART

Community Health Institute/JSI, 501 South Street, Bow, New Hampshire 03304 (603) 573-3300 jstewart@jsi.com

#### **EDUCATION**

DUKE UNIVERSITY SCHOOL OF MEDICINE, DURHAM, NORTH CAROLINA
Department of Health Administration, Master of Health Administration, 1986
Department of Biochemistry, Master of Arts, Biochemistry, 1984

UNIVERSITY OF DELAWARE, NEWARK, DELAWARE School of Arts & Sciences, Bachelor of Arts, Biology, 1981

#### **EXPERIENCE**

NH Community Health Institute / JSI Research and Training Institute, Bow, New Hampshire

Senior Advisor - 2019 to present; Director - 2000 to 2019

Provide technical assistance, training and evaluation to health and human service organizations to support the development of effective public health and health care systems with a focus on sustainable rural health delivery systems.

#### Selected Technical Assistance & Training Projects

NH Public Health COVID-19 Operations Center: Co-Branch Director for Epidemiology and Surveillance providing management of teams and processes for case coordination and review, data analysis and synthesis to support case investigation and daily reporting of summary information describing the COVID-19 pandemic in New Hampshire.

NH Community and Public Health Development Program: Project Director providing technical assistance and training support to communities involved in development of improved local public health infrastructure; worked with multiple partners to develop the statewide New Hampshire Public Health Network.

Community Health Services Network and Partnership for Public Health: Community assessment, workgroup facilitation and plan development for regional integrated behavioral health system as part of a NH Delivery System Reform Incentive Payment initiative (1115 Medicaid Waiver).

HRSA, Bureau of Primary Health Care, Uniform Data System: Trainer and editor for annual Uniform Data System reporting for the federal Community and Migrant Health Center program.

Boston Metropolitan Area Hazard Vulnerability Assessment: Technical Assistance with Massachusetts and New Hampshire State Health Departments and regional partners for assessment of hazards, risks and preparedness for health care, behavioral health and public health infrastructure.

Metrowest Community Health Care Foundation (Massachusetts): Capacity and readiness assessment of seven municipalities in Metro-Boston for developing collaborative models for local public health service delivery.

NH Division of Public Health Services: Project team member providing assistance on development of a Comprehensive HIV Needs Assessment; role is focused on client and community stakeholder engagement and qualitative needs assessment.

Robert Wood Johnson Foundation; New Hampshire Turning Point Initiative: Project Director for multi-year initiative to develop sustainable strategies for improved local public health capacity.

#### Selected Program Evaluation Projects

Central New Hampshire Health Partnership: Evaluator for two federal Rural Health Outreach Grant Initiatives: the first for improving care coordination of socially and medically vulnerable populations; the second for improving care transitions from hospital to home and community.

NH Division of Alcohol & Drug Prevention & Recovery: Project Director for evaluation of state-wide ATOD prevention initiative involving multiple community-based coalitions implementing a range of programs including family strengthening, school-based education, mentoring and community action for environmental change.

Family Planning Private Sector Project (Nairobi, Kenya): Operations research on cost effectiveness and sustainability of FP/MCH service delivery sites throughout Kenya to assist USAID in resource allocation decisions and to improve cost. Trecovery capability of clinics.

New York State Department of Health (Albany, New York): Qualitative Evaluation of New York State Healthy Heart Program; an initiative intended to influence CVD risk factors through community intervention and social marketing.



#### Selected Research Projects

wires :

Endowment for Health: Study of the effect of New Hampshire's Community Benefits Law for Health Care Charitable Trusts Cooperative effort with NHDHHS Office of Health Planning and the NH Office of the Attorney General.

Bureau of Health Professions (Rockville, MD): Study of the effect of AIDS Education and Training Centers on physician attitudes and practices; Comparative analysis of parallel CDC-funded study of the general primary care physician population.

Bureau of Primary Health Care Delivery and Assistance (Rockville, MD). Study to assess preparedness of C/MHC's to respond to HIV-related service needs

Bureau of Primary Health Care, Rockville, Maryland: Survey project designed to gather information on provider practices in Community and Migrant Health Services relative to recommendations of the 1988 US Preventive Services Task Force.

National Network of Public Health Institutes and Robert Wood Johnson Foundation: Qualitative Assessment of Local and State Health Officials awareness of, interest in, and capacity to employ computer modeling for emergency preparedness.

#### North Country Health Consortium, Littleton, New Hampshire

Executive Director, 12/97 to 8/00 Founding Director of rural health network formed by four hospitals, two community health centers, two home health agencies, a mental health and developmental services organization, and a community action program. Start-up funding through the Federal Office of Rural Health Policy Rural Network Development program

#### Ammonoosuc Community Health Services, Littleton, New Hampshire

Operations Director, 11/94 to 12/97 of federally-funded, multi-site rural Community Health Center Network.

#### John Snow, Inc., Boston, Massachusetts

Consultant, 10/86 to 7/94 providing assistance in health services evaluation, financial analysis and program management.

#### SELECTED PUBLICATIONS | REPORTS

Rosenfeld, LA, Fox CE, Kerr D, Marziale E, Cullum A, Lota K, Stewart J, and Thompson MZ. "Use Of Computer Modeling For Emergency Preparedness Functions By Local And State Health Officials: A Needs Assessment". J Public Health Management Practice, 15(2), 96–104, 2009.

Stewart J, Kassler W, McLeod M. "Public Health Partnerships: A New Hampshire Dance". Transformations in Public Health, Volume 3, Issue 3, Winter 2002.

Stewart, JA, Wroblewski S, Colapietro J, Davis H. "Survey of US Physicians Trained by Regional AIDS Education and Training Centers". Abstract No. PO-D21-4047; IXth International Conference on AIDS. Berlin, Germany, June -1, 1993.

Kibua T, Stewart JA, Njiru S, Gitari A. "Sustainability and Cost Effectiveness of Family Planning Private Sector Subprojects' United States Agency for International Development; Nairobi, Kenya, March 1990.

#### SELECTED WORKSHOPS | PRESENTATIONS

Dartmouth College, The Dartmouth Institute, MPH Program, (formerly CECS) guest lecturer - project management, evaluation, coalition development, Public Health 101; community health needs assessment; academic review of capstone theses; 2004–2021.

Public Health Performance Improvement – The New Hampshire Experience (with Joan Ascheim, NHDHHS); 6th Annual National Public Health Performance Standards Training Workshop; Nashville, TN; April 1–6, 2008.

Building the Public Health Infrastructure: State Lessons Learned and Keys to Success; Nebraska Health and Human Services, Expanding Our Vision – Transforming Vital Public Health Systems, October 2006.

Building Infrastructure in Public Health - RWJF National Turning Point Showcase Conference, Denver, CO; May 2004

#### **SELECTED BOARDS | AFFILIATIONS**

National Network of Public Health Institutes, Board of Directors, 2008 to 2018, Chair, 2014 - 2016

New Hampshire Public Health Services Improvement Council, 2008 to present

NH Prescription Monitoring Program, Advisory Council, 2012 to 2019 (1997)

New Hampshire Healthy People 2010 Leadership Council; Co-chair, 2000-2002

New Hampshire Public Health Association; Treasurer, 1999-2003, Board Member 2018 to present



### CONTRACTOR NAME

### ....Key Personnel

E 2		* **	3430)	- B - B
Name	Job Title	Salary	% Paid from	Amount Paid from
- 5	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		this Contract	this Contract
Jonathan Stewart	Project Director	\$189,900	16.15%	\$30,677
Alyson Cobb	PHEP Advisor	\$98,700	18.55%	\$18,316
15 7A 95	1	19.99	2	86
W	63 37			* *
			0	



Lori A. Shibinette
Commissioner

Patricia M. Tilley Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF PUBLIC HEALTH SERVICES

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

May 18, 2022

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

#### REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with JSI Research & Training Institute, Inc. (VC#161611), Bow, NH, by modifying the scope of services to include additional public health support services, by increasing the price limitation by \$244,906 from \$2,836,829 to \$3,081,735 with no change to the contract completion date of December 31, 2024, effective upon Governor and Council approval. 99% Federal Funds. 1% General Funds.

The original contract was approved by Governor and Council on December 22, 2021, item #35.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 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 to modify the scope of services to include public health professional support services for the Traveler Health Program and School-Based Inspections and Infection Prevention program, which includes developing and implementing risk and needs assessments; developing training programs and educational materials; planning for statewide conferences and meetings; providing technical assistance to local partners; and providing subject matter expertise. Additionally, the Department is adding Radon Program funds to support work in State Fiscal Year 2022, the original contract included the scope of work and funding for State Fiscal Years 2023 and 2024.

The Contractor will work with the Department to promote COVID-19 prevention mitigation measures, including vaccination and other personal protective measures. The Contractor will hold a virtual meeting with stakeholders regarding COVID-19 prevention mitigation measures, including test and vaccine access, variant surveillance, mitigation measures, and outreach methods. Additionally, the Contractor will develop and implement a training program to address seasonal communicable respiratory diseases prevention in school facility settings, in collaboration with municipal health officers, in at least 20 school buildings in each county. The Contractor will complete the training curriculum in collaboration with the Department by adapting existing

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

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

educational materials from the NH Department of Education, the Centers for Disease Control and Prevention, and other relevant sources.

The COVID-19 Traveler Health Program, including the education programs and social media campaigns, is expected to reach New Hampshire residents statewide.

The Department will monitor contracted services by ensuring the following performance measures are met:

- A minimum of 85% of participant's rate training programs as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference planning committee member's rate logistical support for conferences as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference participants rate the elements pertaining to conference logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of workgroup participants rate elements pertaining to workgroup logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of planning group members rate meeting logistics as no less than 'Very Good' in evaluation surveys.
- A minimum of 90% of all requests for high-priority consultation services are responded to within twenty-four (24) hours.
- A minimum of 90% of all requests for high-priority technical assistance are responded to within twenty-four (24) hours.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department's capacity to provide training, educational materials; and technical assistance information on COVID-19 traveler health and seasonal communicable respiratory diseases prevention will be significantly limited.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) #93.069 FAIN NU90TP922018; ALN #93.354 FAIN: NU90TP922144; ALN 93.323, FAIN: NU50CK000522; ALN 66.032, FAIN 0016233

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

Respectfully submitted,

lun H. Landry

Lori A. Shibinette

Commissioner

## 05-95-90-901510-7426 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, ENVIRONMENTAL PUBLIC HEALTH TRACKING PROGRAM ALN 93.070 FAIN NUE1EH001357

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	- Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90041000	\$15,000	, \$0	\$15,000
. 2023	102-500731	Contracts for Prog Svc	90041000	\$15,000	\$0	\$15,000
2024	102-500731	Contracts for Prog Svic	90041000	\$15,000	10 SO	\$15,000
2025	102-500731	Contracts for Prog Svc	90041000	\$15,000	⊕ ¥i \$0	\$15,000
- 09	§ 86 - 38 '	25 (0) (5)	Subtotal	\$60,000	*> \$0	\$60,000

### 05-95-90-901510-5390 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN 5VS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD PROTECTION 37% GENERAL FUNDS, 63% OTHER FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revisèd Budget
2022	102-500731	Contracts for Prog SVC	90000022	\$7,500	g SO	\$7,50
2023	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,00
2024	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,00
2025	102-500731	Contracts for Prog Svc	90000024	\$15,000	\$0	\$15,00
			Subtotal	\$52,500	50	\$52,500

## 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN 5VS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION ALIN 93.197 FAIN NUEZEHO01457 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90036000	\$28,333	SO:	\$28,333
2023	102-500731	Contracts for Prog Svc	90036000	\$65,000		\$65,000
2024	102-500731	Contracts for Prog Svc	90036000	\$65,000	. SO	\$65,000
2025	102-500731	Contracts for Prog Svc	90036000	\$32,500	\$0	\$32,500
		00 ¥2	Subtotal	\$190,833	so	\$190,833

## 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION CFDA 66.60S FAIN BG00A00731 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90038022	\$80,730	\$0	\$80,730
2023	102-500731	Contracts for Prog Svc	90038022	. \$82,165	2508 <b>SO</b>	\$82,165
2024	102-500731	Contracts for Prog Svc	90038022	\$55,734	\$0	\$55,734
2025	102-500731	Contracts for Prog Svc	90038022	\$27,867	\$0	\$27,867
	w • • • •	#\$\$	Subtotal	. \$246,496	(%) , <b>SO</b>	\$245,496

## 05-95-90-901510-5391, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, RADIOLOGICAL HEALTH ASSESSMENT, CFDA 66.032 FAIN 00162332 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number .	<b>Current Budget</b>	Increase/Decrease	<b>Revised Budget</b>
2022	102-500731	Contracts for Prog Svc	90035100	50	\$60,000	\$60,000
2023	102-500731	Contracts for Prog Svc	90035100	\$40,000	\$0	\$40,000
2024 .	102-500731	Contracts for Prog Svc	90035100	\$40,000	\$0	\$40,000
2025	102-500731	Contracts for Prog Svc	90035100	\$20,000	So So	\$20,000
	·	21 PER 121	Subtotal	\$100,000	\$60,000	\$160,000

## 05-95-90-903510-1113, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF... EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS; ALM 93-889 FAIN USREP190580. 100% FEDERAL

1	State Fiscal Year   Class / Account	Class Title (1978)	Job Number	Current Budget : Increase/Decrea	se Revised Budget	2
-	2022 102-500731	Contracts for Program Services	90077700 -	\$10,000	\$0 \$10,000	1

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State Fiscal Year | Class / Account

074-500589

102-500731

074-500589

074-500589

074-500589

2022

2022

2023

2024

2025

1	2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000	· des	50	Sec.	\$10,000
	2024	074-500589	Grants for Pub Asst and Relief	90077700	\$20,000	The are	\$0	288 5	\$20,000
г	2025	074-500589	Grants for Pub Asst and Rellef	90077700	\$10,000	- KA 💲 K	50	# 85	\$10,000
			E4 200 20	· Subtotal	\$50,000	30	\$0		\$50,000

## 03-95-90-903510-1114, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS, ALM 93.069 FAIN NU90TP922018 69% FEDERAL FUNDS, 31% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	redmun dot	Current Budget	Increase/Decrease	Revised Budget
2022	074-500589	Grants for Pub Asst and Rellef	90077410	\$57,500	\$10,026	\$67,526
2023	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000	50	\$115,000
2024	074-500589	Grants for Pub Asst'and Relief	90077410	\$115,000	\$0	\$115,000
2025	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500	\$0	\$57,500
	9: a	, w	Subtotal	\$345,000	\$10,026	\$355,026

## 05-95-90-902510-2495, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP IMMUNIZATION, ALM 93.268 FAIN NH23IP922595 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	<b>Revised Budget</b>
2022	102-500731	Contracts for Prog Svc	90023800	\$150,000	\$0	\$150,000
2023	102-500731	Contracts for Prog Svc	90023800	\$50,000	\$0	\$50,000
2024	102-500731	Contracts for Prog Svc	. 90023800	\$50,000	50	\$50,000
. 9		39	Subtotal	\$250,000	₩ SO	\$250,000
	(00)				(9	a%

## 05-95-90-902510-5178, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION, ALM 93.268 FAIN NH23IP922595 100% FEDERAL FUNDS

#### **Current Budget** Revised Budget Job Number Increase/Decrease Class Title \$0 90023320 \$50,000 \$50,000 **Grants for Pub Asst and Relief** \$0 90023320 \$75,000 \$75,000 **Contracts for Program Services** \$50,000 50 \$50,000 Grants for Pub Asst and Relief 90023320 \$50,000 Grants for Pub Asst and Relief 90023320 \$50,000 SO

\$25,000

\$250,000

50

\$25,000 \$250,000

:.:···

## 05-95-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES, 100% OTHER FUNDS

90023320

Grants for Pub Asst and Relief

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2022	102-500731	Contracts for Prog Svc	90024600	\$100,000	\$0	\$100,000
2023	102-500731	Contracts for Prog Svc	90024600	\$200,000	so	\$200,000
2024	102-500731	Contracts for Prog Svc	90024600	\$100,000	50 50	\$100,000
2025	102-500731	Contracts for Prog Svc	90024600	\$100,000	50	\$100,000
	80		Subtotel	\$500,000	E 50	\$500,000

## 05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION, ALM 93.940 FAIN NU62PS924538 100% FEDERAL FUNDS

	State Fiscal Year	Class / Account	Class Title	Job Number .	Total Amount	Increase/Decrease	Revised Budget
1	2022	074-500589	Grants for Pub Asst and Rellef .	90024000	\$82,000	11: 10th <b>50</b>	\$82,000
	2023	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000	50	\$164,000
20	2024	074-500589	Grants for Pub Asst and Relief	90024000	5164,000	SO SO	\$164,000
•	2025	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000	50	\$82,000
13.			東京 80	Subtotal	5492,000	50	\$492,000

## 05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF... LABORATORY SERVICES, ELC CARES COVID-19 ALM 93.323 FAIN NU50CX000522 100% FEDERAL FUNDS

1	State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
ł	2022	102-500731	Contracts for Prog Svc	90183518	\$300,000	. 50	\$300,000
	+15	959	5 mont (e. 10)	Subtotal	\$300,000	\$0	\$300,000

## 05-95-90-903510-2468 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPARATION AND RESPONSE, PUBLIC HEALTH CRISIS RSP-ARP ALM 93-354- FAIN NU90TP922144 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2022	102-500731	Contracts for Prog Svc	90027500	\$0	\$20,000	\$20,000
2023 .	102-500731	Contracts for Prog Svc	90027500	\$0	\$75,200	\$75,200
	33		Subtotal	so	\$95,200	\$95,200

## 05-95-90-9030-2646-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP TRAVELERS HEALTH PROJ ALN 93.323 FAIN NUSOCKOODS22 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102-500731	Contracts for Prog Svc	90183558	so	\$79,680	\$79,680
a 1971		1.0	Subtotal	\$0	\$79,680	\$79,680

Total \$2,836,829 \$244,906 \$3,081,735

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

This Amendment to the Public Health Professional Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and JSI Research & Training Institute, Inc. d/b/a Community Health Institute ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021, (Item #35), 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, Paragraph 1.3, , the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   \$3.081,735
- Modify Exhibit B, Scope of Services Section 1.9.3.1 to read:
  - 1.9.3.1 The Contractor shall provide access to E-Studio, a web-based collaboration system, in collaboration with the Department.
- 3. Modify Exhibit B, Scope of Services by adding subsection 1.3.10 Traveler Health Program to read:
  - 1.3.10 Traveler Health Program
  - 1.3.10.1. The Contractor shall conduct outreach and education activities regarding COVID-19 testing and vaccinations for the following stakeholders:
    - 1.3.10.1.1 Travel industry leaders.
    - 1.3.10.1.2 Civil surgeons or other health entities.
    - 1.3.10.1.3 Traveler health clinics.
    - 1.3.10.1.4 Other key stakeholders.
  - 1.3.10.2 The Contractor shall:
    - 1.3.10.2:1 Conduct stakeholder outreach, including, but not limited to.
    - 1.3.10.2.2 Develop educational materials on COVID-19 traveler health, including, but not limited to brochures or other printed materials.
    - 1.3.10.2.3 Conduct one (1) virtual meeting with Stakeholders on the topics that may include, but are not limited to, resource dissemination, test and vaccine access, variant surveillance, mitigation measures, and outreach methods.
  - 1.3.10.3. The Contractor shall plan and implement social media campaigns that shall include:
    - 1.3.10.3.1. COVID-19 prevention and mitigation measures; which includes but are not limited to vaccinations and other personal protective measures.
    - 1.3.10.3.2. Testing requirements for individuals visiting or returning to NH.
  - 1.3.10.4. The Contractor shall support the Department's Traveler Health Communications. Specialist by providing logistical support and coordination for at least one (1) virtual training.

Contractor Initials

program tailored to the above stakeholder groups.

- 4. Modify Exhibit B, Scope of Services by adding subsection 1.3.11 School-Based Inspections and Infection Prevention to read:
  - 1.3.11. School-Based Inspections and Infection Prevention
    - 1.3.11.1. In collaboration with municipal health officers, the Contractor shall develop and implement a training program to address seasonal communicable respiratory diseases prevention in school facility settings in up to 20 school buildings in NH. The Contractor shall:
      - 1.3.11.3.1. Develop and submit a work plan for Department approval within 30 days of the effective date of Amendment #1, which shall include project deliverables, timeline, and responsible parties.
      - 1.3.11.3.2. Develop a training curriculum, in collaboration with the Department, by adapting existing educational materials from the NH Department of Education, the Centers for Disease Control and Prevention (CDC), or other relevant sources. The training curriculum shall include:
        - 1.3.11.3.2.1. A slide deck.
        - 1.3.11.3.2.2. Factsheets.
        - 1.3.11.3.2.3. Respiratory disease prevention checklist.
        - 1.3.11.3.2.4. A school inspection checklist.
        - 1.3.11.3.2.5. Other materials, as needed.
      - 1.3.11.3.3. Design a set of trainings based on adult learning principles to ensure the target audience gains relevant knowledge, problem-solving skills, and confidence to act.
      - 1.3.11.3.4. Coordinate and conduct up to four (4) virtual or in-person training events annually for municipal health officers.
      - 1.3.11.3.5. Evaluate all training programs to measure competencies of participants, including, but not limited to, as a pre- and post-surveys to measure participant knowledge, skills, and confidence to act.
      - 1.3.11.3.6. Collaborate with the Department to implement the school inspection and prevention project within 20 school buildings in order to prevent the spread of seasonal communicable respiratory diseases and improve workforce skills.
      - 1.3.11.3.7. Collaborate with the Department to evaluate the project for changes in process and outcome measures, lessons learned, and complete a final report that details the activities and findings of the intervention.
- 5. Modify Exhibit C, Payment Terms, Section 1, to read:
  - 1. This Agreement is funded by:
  - 1.1. 2% Environmental Public Health and Emergency Response, as awarded on May 20, 2021, by the United States Department of Health and Human Services (HHS), CFDA 93.070, FAIN# NUE1EH001357-04.
  - 1.2. 8%, Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children, as awarded on 8/5/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.197, FAIN# NUE2EH001457.
  - 1.3. 10%, Performance Partnership Grants, as awarded on 7/14/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.605, FAIN# BG00100731.

Contractor Initials 5/19/20

- 1.4. 7%, State Indoor Radon Grants, as awarded on 9/13/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.032, FAIN# 00162332.
- 1.5. 2%, National Bioterrorism Hospital Preparedness Program, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.889, FAIN# U3REO190580.
- 1.6. 10%, Public Health Emergency Preparedness, as awarded on 5/12/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.069, FAIN#. NU90TP922018
- 1.7. 10%, Immunization Cooperative Agreements, as awarded on 3/31/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.
- 1.8. 9%, Immunization Cooperative Agreements, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.
- 1.9. 19%, HIV Prevention Activities Health Department Based, as awarded on 3/8/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.940, FAIN# NU62PS924538.
- 1.10. 16%, ELC Enhancing Detection Funding, as awarded on May 18, 2020 by the Center for Disease Control & Prevention (CDC), CFDA 93.323, FAIN# NU50CK000522.
- 1.11. 5% Federal Funds, Public Health Emergency Response, as awarded on May 18, 2021, by the United States Department of Health and Human Services (HHS), CFDA 93.354, FAIN # NU90TP922144
- 1.12. 2% General funds.
- 6. Modify Exhibit B, Payment Terms, Section 3, to read:
  - 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-49, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
- 7. Modify Exhibit I Business Associate Agreement in it's entirety with Exhibit I Business Associate Agreement Amendment #1, which is attached hereto and incorporated by reference herein.



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

State of New Hampshire

Director

Department of Health and Human Services

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

Date

Deputy Director - DPHS

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

Deputy Director - DPHS

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

Decusional by:

Lahi Kolut

Name:

Name:
Katie Robert

Title:

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	Date	9 20 0	100 100	Title: Robyn	Guarino		
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#### Exhibit C-45 Amendment #1 Budge

New Hampshire Departm	ent of Health and Human Services
	of form for each budget period.
518	
Contractor Name:	JSI Research & Training Institute, Inc.
Budget Request for:	HAI *
Budget Period	July 1, 2022 - June 30, 2023
6 S T	
Indirect Cost Rate (if applicable)	21.0876
00 a 01	w W · · · · ·
Line Item	Program Cost - Funded by DHHS
<u> </u>	
1. Salary & Wages	\$24,321
2. Fringe Benefits	\$11,406
3. Consultants	\$0
4. Equipment	S \$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
	\$0
6. Travel	
7. Software	\$0
8. (a) Other - Marketing/Communicatio	- \$0
8. (b) Other - Education and Training	\$6
8. (c) Other - Other (specify below)	
Other (please specify)	VI 21 NI 82 \$0
Meeting & Event Expenses	\$30,000
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$65,727
	φου,τετ
Total Indirect Costs	\$13,953

TOTAL

5/19/2022

\$79,680

## Exhibit C-46 Amendment #1 Budget

107	Department of Health and Human Services	
Complete	one budget form for each budget period.	
Contractor Name:	JSI Research & Training Institute, Inc.	
321 70 302	Public Health Emergency Preparedness	m = , a =
	April 1, 2022 - June 30, 2022	
Indirect Cost Rate (if applicable)	17.51%	er literar
Line Item	Program Cost - Funded by D	ннѕ
1. Salary & Wages	. W	· 50
2. Fringe Benefits		\$0
3. Consultants	W.	\$7 .71 \$0
4. Equipment	19	\$0
5.(a) Supplies - Educational		\$0
5.(b) Supplies - Lab		\$0
5 (c) Supplies - Pharmacy	題 加	\$0 \$0
5 (d) Supplies - Medical	E∓3A\	\$0
5.(e) Supplies Office	* ½ *	<del></del>
6. Travel		\$0
7. Software		. \$0
8. (a) Other - Marketing/Communications	M	\$0
8. (b) Other - Education and Training		\$0
8. (c) Other - Other (specify below)		
Education & Outreach	6g	\$8,270
Other (please specify)	F 1	± \$0
Other (please specify)		\$0
Other (please specify)	8	. \$0
9. Subrecipient Contracts		- \$0
Total Direct Costs	10 ty	\$8,270
Total Indirect Costs		\$1,756
TOTAL	£1	\$10,026

### Exhibit C-47 Amendment #1 Budget

New	Hampshire Department of Health and Human Services	
	Complete one budget form for each budget period.	

Contractor Name: JSI Research & Training Institute, Inc.

Budget Request for: Public Health Crisis

Budget Period April 1, 2022 - June 30, 2022

2.0	100	14	808
Line Item	* **	Program Cost - Funded by DHHS	75 E
1: Salary & Wages		W. W.	\$11,162
2. Fringe Benefits			\$5,23
3. Consultants		330	. \$(
4. Equipment			\$(
5.(a) Supplies - Educational	0.		\$1
5.(b) Supplies - Lab		11	<u>\$</u>
5.(c) Supplies - Pharmacy	8 3	YG 98	· \$(
5.(d) Supplies - Medical			. \$1
5.(e) Supplies Office	¥		\$(
6. Travel	28	2:	\$(
7. Software			\$6
8. (a) Other - Marketing/Communications	at a	¥1*	. \$(
8. (b) Other - Education and Training	107	4- 2 0 0	\$10
8. (c) Other - Other (specify below)			• • • • • • • • • • • • • • • • • • • •
Other (please specify)		W 8 A M	\$
Other (please specify)			\$1
Other (please specify)			\$
Other (please specify)		gr and E	\$
9. Subrecipient Contracts	9.€	v a a a a a a a a a a a a a a a a a a a	5
Total Direct Costs		34 95 33	\$16,49
Total Indirect Costs			\$3,50
I TOTAL			\$20,00

# Exhibit C-48 Amendment #1 Budget

Complete one budge	nent of Health and Human Services jet form for each budget period. : JSI Research & Training Institute, Inc.	
Budget Request for:	* *************************************	
ALOND TO MINISTER .	July 1, 2022 - June 30, 2023	
Indirect Cost Rate (if applicable)		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	\$35,7	726
2. Fringe Benefits	\$16,7	756
3. Consultants		\$0
4. Equipment	0	<b>\$</b> 0
5 (a) Supplies - Educational		\$0
5.(b) Supplies - Lab		\$0
5.(c) Supplies - Pharmacy	× ·	\$0
5.(d) Supplies - Medical	+C20 +C	\$0
5.(e) Supplies Office	8 ,	\$0
6. Travel	\$3	300
7. Software	5	\$0
8. (a) Other - Marketing/Communicatio		\$0
8. (b) Other - Education and Training	\$1,0	
8. (c) Other - Other (specify below)		
Other (please specify)	0 2	\$0
Other (please specify)	8	\$0
Other (please specify)	VI 36	\$0
Other (please specify)		\$0
9. Subrecipient Contracts	\$10,0	000
Total Direct Costs	\$63,7	782
Total Indirect Costs	\$ 3.000 \$11,4	118
TOTAL	\$75.2	200

Date

New Hampshire  Complete  Contractor Name:	one budgel	form fo	or each b	udget p	eriod.	vices		
Budget Request for:		59	F. 1	\\\±	- 8			(f)
Budget Period		22 - Ju	ne 30, 20	22		12 B		
Indirect Cost Rate (if applicable)			, 8 a	8		5		3
Line item	16 16		Progran	n Cost	- Fund	ed by DHH	S #:	
1. Salary & Wages	(#)	938 85	(8		Ε.	er <sup>76</sup>	0	\$25,182
2. Fringe Benefits	8	36				3.60		\$11,810
3. Consultants	8				£	- 5:	74	\$0
4. Equipment							_	i \$0
5.(a) Supplies - Educational	£5.		8					# \$0 \$0
5.(b) Supplies - Lab 5.(c) Supplies - Pharmacy				150		40.	8 U	\$0
5.(d) Supplies - Medical	-						2	\$0
5.(e) Supplies Office								\$0
6. Travel	(#)			ř .				\$0
7. Software			93	e 14		12 14	25	\$0
8. (a) Other - Marketing/Communications	- 12		98	23 29			20	\$0
8. (b) Other - Education and Training	33		- 02		- 3			- \$0
8. (c) Other - Other (specify below)	<b></b>	Š.		¥1				\$12,500
Meeting/Training Costs, Promotion, Ship, Other (please specify)	1			20	NT .			\$12,500
Other (please specify)	90		-	1	-	-		\$0
Other (please specify)		- 8	il.	50		100		\$0
9. Subrecipient Contracts	17		EC.		(*)			\$0
Total Direct Costs		X	88			to.	10	\$49,493
Total Indirect Costs			- Ñ		. 3	141	12801	· \$10,507
TOTAL	96 40 14	T.			_	(*)		\$60,000

Exhibit



#### **BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement") agrees, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

#### Definitions.

- a. "Business Associate" shall mean the Contractor and its agents who receive, use, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and the Agreement, and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.
- b. The following terms have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Covered Entity," "Designated Record Set," "Data Aggregation,"
Designated Record Set," Health Care Operations," HITECH Act," "Individual,"
"Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- c. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records relating to substance use disorder, if applicable, as defined below.
- d. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- e. "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.

Updated - 2.28.22

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#### Exhibit I

- (2) Business Associate Use and Disclosure of Protected Health Information.
- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B, Scope of Services, of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.
- Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard; and
  - IV. For data aggregation purposes for the health care operations of the Covered Entity.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.
- (3) Obligations and Activities of Business Associate.
- Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, <a href="mailto:DHHSPrivacyOfficer@dhhs.nh.gov">DHHSPrivacyOfficer@dhhs.nh.gov</a> after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred



#### Exhibit I

potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
  - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
- f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
- Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA 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)n, and an agreement that the Covered Entity shall be considered a direct third party beneficiary of the Business Associate's business associate agreements with Business Associate's intended business associates, who will be receiving PHI pursuant to this BAA, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity,

  Business Associate shall make available during normal business hours at its offices all





#### Exhibit I

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 BAA and the Agreement.

- i. 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.
- 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.
- k. Business Associate shall document any disclosures of PHI and information related to any 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.
- 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.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
  - 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 as long as the Business Associate





#### Exhibit I

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. A current version of Covered Entity's Notice of Privacy

Practices and any changes thereto will be posted on the Covered Entity's website: <a href="https://www.dhhs.nh.gov/oos/hipaa/publications.htm">https://www.dhhs.nh.gov/oos/hipaa/publications.htm</a>.

- 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 BAA, 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) <u>Termination of Agreement for Cause</u>

In addition to Paragraph 9 of the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

#### (6) Miscellaneous

- Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.





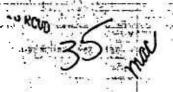
#### Exhibit I

- c. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. <u>Segregation</u>. If any term or condition of this BAA 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 BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

The State	Name of the Contractor
Inia Watt	Eatic Robert
Signature of Authorized Representative	Signature of Authorized Representative
Iain Watt	Katie Robert
Name of Authorized Representative	Name of Authorized Representative
Deputy Director - DPHS	Director
Title of Authorized Representative	Title of Authorized Representative
5/19/2022	5/19/2022
Date	Date A A

OccuSign Envelope ID: A4323EC2-0E8F-4854-9E8C-00F0A9327897





Lori A. Shibiactti Commissioner

Patricia M. Tilley Director

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

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

December 7, 2021

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

#### REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with JSI Research & Training Institute, Inc. (VC#161611-B0001), Bow, NH, in the amount of \$2,836,829, to provide a broad range of public health support services, with the option to renew for up to four (4) additional years, effective January 1, 2022 or upon Governor and Council approval, whichever is later, through December 31, 2024. 77% Federal Funds. 4% General Funds. 19% Other Funds (Pharmaceutical Rebates and Food Protection Fees).

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 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 to provide a broad range of public health professional support services that includes, but is not limited to: developing and implementing risk and needs assessments; training programs; developing educational materials; planning for large statewide conferences as well as smaller meetings and conference; providing technical assistance to local partners; and providing subject matter expertise.

All New Hampshire residents may be reached through these efforts, specifically the education programs related to radon, lead poisoning, and immunizations.

The Contractor will provide support to the following programs:

- Public Health Preparedness Professionals trained in emergency preparedness and response, including disease investigations, contact tracing and training programs for public health responders.
- Radon Program Development and delivery of stakeholder engagement; public outreach and education, and an inventory of existing municipal policies and ordinances.

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

- Healthy Homes and Lead Poisoning Prevention Program Ongoing outreach and education to stakeholders that include medical providers, families living in pre-1978 properties with children 72 months and younger, contractors, and landlords.
- Immunization Program An Immunization Coalition with the goal of developing education and outreach tools for medical professionals and the general public.
- HIV Prevention Program Procurement, management and self-testing HIV kits and other prevention supplies to individuals and develop and maintain an online ordering system to request these items.
- Food Protection –Food Service Establishment training for inspections in municipalities that are classified as self-inspecting.

The Department will monitor contracted services by ensuring the following performance measures are met:

- A minimum of 85% of participant's rate training programs as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference planning committee member's rate logistical support for conferences as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of conference participants rate the elements pertaining to conference logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of workgroup participants rate elements pertaining to workgroup logistics as not less than 'Very Good' in evaluation surveys.
- A minimum of 85% of planning group members rate meeting logistics as no less than "Very Good' in evaluation surveys.
- A minimum of 90% of all requests for high-priority consultation services are responded to within twenty-four (24) hours.
- A minimum of 90% of all requests for high-priority technical assistance are responded to within twenty-four (24) hours.

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 October 6, 2021 through November 8, 2021. The Department received one (1) response that was 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 four (4) 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, there will be a reduction in the capacity to provide training to a range of public health partners on multiple health topics; host large scale conferences; develop plans to evaluate the effectiveness of services; develop and produce educational materials; and provide technical assistance to local and state partners.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number CFDA 93.070, FAIN# NUE1EH001357-04; CFDA 93.197, FAIN#NUE2EH001457; CFDA 66.605, FAIN# BG00A00731; CFDA 66.032, FAIN# 00162332; CFDA 93.889, FAIN# U3REP190580; CFDA 93.069, FAIN#

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DocuSign Envelope ID: EACC241E-6726-4D45-9183-3A38B9E46E8E

DocuSign Envelope ID: A4323EC2-0EBF-4B54-9E8C-00F0A9327897

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

NU90TP922018; CFDA 93.268; FAIN# NH23IP922595; CFDA 93.268, FAIN# NH23IP922595; CFDA 93.940, FAIN# NU62PS924538; and CFDA 93.323, FAIN# NU50CK000522.

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

Respectfully submitted,

Ann H. Landry

Lori,A. Shibinette Commissioner

# 05-95-90-901510-7426 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV; ENVIRONMENTAL PUBLIC HEALTH TRACKING PROGRAM FAIN NUE1EH001357-04 100% FEDERAL FUNDS CFDA 93.070

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90041000	\$15,000
	102-500731	'Contracts for Prog Svc	90041000	\$15,000
2024	102-500731	Contracts for Prog Svc	90041000.	\$15,000
2025	102-500731	Contracts for Prog Svc	90041000	\$15,000
		CANCEL AND	Subtotal	\$60,000

\$60,000

# 05-95-90-901510-5390 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD PROTECTION 37% GENERAL FUNDS, 63% OTHER FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
	102-500731	Contracts for Prog SVC	90000022	\$7,500
2023	102-500731	Contracts for Prog Svc	90000022	\$15,000
2024	102-500731	Contracts for Prog Svc	90000022	\$15,000
2025	102-500731	Contracts for Prog Svc	90000022	\$15,000
		The state of the s	Subtotal	\$52,500

\$52,500

# 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION CFDA 93.197 FAIN NUEZEH001457 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731 .	Contracts for Prog Svc	90036000	\$28,333
2023	102-500731	Contracts for Prog Svc	90036000	\$65,000
2024	102-500731	Contracts for Prog Svc	90036000	\$65,000
2025	102-500731	Contracts for Prog Svc	90036000	\$32,500
			Subtotal	\$190,833
	Children blanchmark grape			

\$190.833

# 05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PROTECTION PPG CFDA 66.605 FAIN BG0DA00731 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Total Amount</b>
2022	102-500731	Contracts for Prog Svc	90038022	\$80,730
2023	102-500731	Contracts for Prog Svc	90038022	\$82,165
2024	102-500731	Contracts for Prog Svc	90038022	\$55,734
2025	102-500731	Contracts for Prog Svc	90038022	\$27,867
			Subtotal	\$246,496.00

5246,496

# 05-95-90-901510-5391, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, RADIOLOGICAL HEALTH ASSESSMENT, CFDA 66.032 FAIN 00162332 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc.	90035100	\$0
2023	102-500731	Contracts for Prog Svc	90035100	\$40,000
2024	102-500731	Contracts for Prog Svc	90035100	\$40,000
2025	102-500731	Contracts for Prog Svc	90035100	\$20,000
2023	102 300/32	and the second second	Subtotal	\$100,000
	<u> </u>	A SPANNE LAND AND A SPANNE STATE OF THE PARTY OF THE PART	(*) +30	£100 000

\$100,000

# 05-95-90-903510-1113, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, HOSPITAL PREPAREDNESS, CFDA 93.889 FAIN U3REP190580 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	90077700	\$10,000
2023	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2024	074-500589	Grants for Pub Asst and Relief	90077700	\$20,000
2025	074-500589	Grants for Pub Asst and Relief	90077700	\$10,000
2029		T. MARIONICA TERM	Subtotal	\$50,000

# 05-95-90-903510-1114, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREPAREDNESS & RESPONSE, PH EMERGENCY PREPAREDNESS, CGDA 93.069 FAIN NU90TP922018

	• • • • •	69% FEDERAL 31% GENERAL		
State Fiscal Year	Class / Account	Class Title	Job Number	<b>Total Amount</b>
2022	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500
2023	074-500589	Grants for Pub Asst and Relief	90077410	\$115,000
2024	074-500589	Grants for Pub Asst and Relief	90077410	. \$115,000
2025	074-500589	Grants for Pub Asst and Relief	90077410	\$57,500
2023			Subtotal	\$345,000

# 05-95-90-902510-2496, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP IMMUNIZATION, CFDA 93.268 FAIN NH23iP922595 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Total Amount</b>
2022	102-500731	Contracts for Prog Svc	90023800	\$150,000
2023	102-500731	Contracts for Prog Svc	90023800	\$50,000
2024	102-500731	Contracts for Prog Svc	90023800	\$50,000
2024		37	Subtotal	\$250,000

05-95-90-902510-5178, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:

DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION,

CFDA 93.268 FAIN NH23IP922595 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000
, 2022	102-500731	Contracts for Program Services	90023320	± \$75,000
2023	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000
2024	074-500589	Grants for Pub Asst and Relief	90023320	\$50,000
	074-500589	Grants for Pub Asst and Relief	90023320	\$25,000
			Subtotal	\$250,000

# 05-95-90-902510-2229, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES, 100% OTHER

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90024600	\$100,000
2023	102-500731	Contracts for Prog Svc	90024500	\$200,000
2024	102-500731	Contracts for Prog Svc	90024600	\$100,000
2025	102-500731	Contracts for Prog Svc	90024600	\$100,000
			Subtotal	\$500,000

05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION, CFDA
93.940 FAIN NU62PS924538 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	<b>Total Amount</b>
2022	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000
	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000
	074-500589	Grants for Pub Asst and Relief	90024000	\$164,000
2025	074-500589	Grants for Pub Asst and Relief	90024000	\$82,000
			Subtotal	\$492,000

# 05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19 CEDA 93-323 FAIN NUSOCKO00522 100% FEDERAL

State Fiscal Year	Class / Account	- Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183518	\$300,000
W. Carlotte		1 12 12 12 12 12 13 14 15 16	Subtotal	\$300,000

Total

\$2,836,829.00

#### DocuSign Envelope ID: 2294EBAF-E112-46F8-BCSD-0627E86EC09A

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

Project ID 8 RFA-2022-OPICS-45-PUBLIC
Project Title Public Health Professional Support Services

	Masimum		be g
11+	Points Avaliable	131	(4)
Technical			51%c
Expedence O1	30	ž.	30
AMBy C12	40,	L	30
Capacity 03	30	<u> </u>	29
Knowledge Q4	60	L	48
TOTAL POINTS	160		145

Reviewer Name
Craig Beautec

2 Katrine Hansen

Arme Marie Mercuri

Sandarda Lama

Yitie

Administrator III

Administrator III

Administrator III

Administrator III

Public Health Program Manager

### Subject: Public Health Professional Support Services (RFA-2022-DPHS-05-PUBLIC)

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

#### **AGREEMENT**

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

### GENERAL PROVISIONS .

I. IDENTIFICATION.	
1.1 State Agency Name	1.2 State Agency Address
New Hampshire Department of Health and Human Services	129 Picasant Street
New Hampshire Department of Health and Human Services	
	Concord, NH 03301-3857
1.3 Contractor Name	1.4 Contractor Address
JSI Research & Training Institute, Inc.	501 South Street, 2nd FI
	Bow NH 03304 .
1.5 Contractor Phone   1.6 Account Number	1.7 Completion Date 1.8 Price Limitation
Number	
See attached.	December 31, 2024 \$2,836,829
(603) 573-3300	
19 1/a) 22	
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Makes D. White Disease	((03) 23) 0(3)
Nathan D. White, Director	(603) 271-9631
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
Occultand by:	Katherine Robert
Katherine Robert Date 12/6/2021	Director
FORECONF MEDIUM.	
1.13 State Agency Signature	1.14 Name and Title of State Agency Signatory
Decidiped by:	Patricia M. Tilley Director
Paris M. They Date: 12/6/2021	Director
1.15 Approval by the N.H. Department of Administration, Divis	ion of Personnel (if applicable)
	a 15
By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and E	xecution) (if applicable)
By: Description of by:	On: 12/7/2021
J. Christopher Marshall	
1:17 Approval by the Governor and Executive Council (if appli	icable)
G&C Item number:	G&C Meeting Date:
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Page 1 of 4



Contractor Initials

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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 8 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 noevent 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 i 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 I 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: ( 125.11.12)
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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12/6/2021

#### 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

#### 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
- 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 for which may be claimed to arise out of) the acts or omission of the

Page 3 of 4

Contractor Initials

Date 12/6/2021

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 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.



#### Public Health Professional Support Services (RFA-2022-DPHS-05-PUBLIC)

Account Numbers:

05-95-90-901510-7426

05-95-90-901510-5390

05-95-90-901510-7964

05-95-90-901510-7964

05-95-90-901510-5391

05-95-90-903510-1113

05-95-90-903510-1114

05-95-90-902510-2496

05-95-90-902510-5178

05-95-90-902510-2229

05-95-90-902510-7536

05-95-90-903010-1901

### Revisions to Standard Agreement Provisions

- 1. Revisions to Form P-37, General Provisions
  - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 1.2. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or January 1, 2022, whichever is later.
  - 1.3. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
    - 3.3. The parties may extend the Agreement for up to four (4) 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.
  - 1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
    - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



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New Hampshire Department of Health and Human Services

Public Health Professional Support Services

#### **EXHIBIT B**

#### Scope of Services

#### 1. Statement of Work

- 1.1. The Contractor shall provide a broad range of public health professional support services including, but not limited to:
  - 1.1.1. Conducting needs assessments to determine specific professional development needs.
  - 1.1.2. Developing and Implementing prevention-focused training programs;
  - 1.1.3. Providing logistical support for conferences and meetings.
  - 1.1.4. Providing technical assistance ensuring subject matter experts are available to the Department and its Contractors.
  - 1.1.5. Developing educational materials.
  - 1.1.6. Developing and implementing evaluation plans.
  - 1.1.7. Assisting the Department with updating strategic plans.
  - 1.1.8. Ensuring the efficient use of resources.
- 1.2. The Contractor shall provide services to increase the capacity of local, regional and state-level public health practitioners to provide high-quality public health services by:
  - 1.2.1. Coordinating an ongoing community-based human immunodeficiency virus (HIV) planning group;
  - 1.2.2. Developing and implementing a variety of training programs;
  - 1.2.3. Developing evaluation plans;
  - 1.2.4. Facilitating several conference planning groups and providing logistical support services for these conferences; and
  - 1.2.5. Providing technical assistance to the Department and its Contractors as determined by the Department.
- 1.3. Evaluation of Needs Assessments and Development and Implementation of Integrated Planning Infectious Disease Prevention, Investigation & Care
  - 1.3.1. HIV Comprehensive Needs Assessment (HIV-CNA)
    - 1.3.1.1. The Contractor shall review the completed, published FY 2020 HIV Comprehensive Needs Assessment (HIV-CNA), as provided by the Department, and ensure that it is in compliance according to the CY 2022-2026 Centers for Disease Control and Prevention (CDC) Division of HIV/AIDS Prevention (DHAP) and Health Resources and Services Administration (HRSA) HIV/AIDS Bureau (HAB) Integrated.

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New Hampshire Department of Health and Human Services
Public Health Professional Support Services

#### **EXHIBIT B**

Prevention and Care Plan Guidance, and the rules, regulations, and policies outlined by the HRSA, the CDC, and the Department.

- 1:3.1.2. The Contractor shall incorporate the HIV-CNA into the NH integrated HIV Prevention and Care Plan development, including:
  - 1.3.1.2.1. Information from the most recent HIV-CNA regarding People Living with HIV/AIDS (PLWHA) as well as from their families and caregivers in order to identify common themes and trends outlined in data including, but not limited to:
  - 1.3.1.2.1.1. Qualitative feedback from the needs assessment; and
  - 1.3.1.2.1.2. Survey item responses previously conducted with targeted statewide populations including, but not limited to, individuals who:
    - 1.3.1.2.1.2.1. Are in or out of HIV medical care; and
    - 1.3.1.2.1.2.2. Have comorbidities that may include, but are not limited to, tuberculosis, sexually transmitted diseases, Hepatitis C, mental illness, and/or substance use disorders.
  - 1.3.1.2.2. Priority PLWHA population data included in the needs assessment.
  - 1.3.1.2.3. Services identified in the inventory of resources are accessible, available, appropriate, affordable, and acceptable to PLWHA. The Contractor shall:
    - 1.3.1.2.3.1.1. Estimate how much of each service can be provided; and
    - 1.3.1.2.3.1.2. Assess how well providers provide services, including expertise of agency staff and its accessibility:
- 1.3.1.3. The Contractor shall comply with all applicable responsibilities, outlined in the HRSA National Monitoring Standards, as instructed by the Department.
- 1.3.1.4. The Contractor shall ensure the HIV-CNA Report complies with needs assessment principles and strategies outlined in the Ryan White HIV/AIDS Program Part B Manual and by the Department.
- 1.3.1.5. The Contractor shall review and include in the NH Integrated HIV Prevention and Care Plan development, all specific components as outlined and detailed by HRSA, the CDC, and the Department including, but not limited to:

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Page 2 of 25

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# New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### EXHIBIT B

- 1.3.1.5.1. Epidemiologic Overview;
- 1.3.1.5.2. HIV Care Continuum;
- 1.3.1.5.3. Financial and Human Resources Inventory;
- 1.3.1.5.4. Assessment of Needs, Gaps, and Barriers;
- 1.3.1.5.5. Data Access, Sources, and Systems; and
- 1:3:1.5.6. Epidemiological Profile Report.
- 1.3.1.6. The Contractor shall review HIV surveillance data, as provided by the Bureau of Infectious Disease Control (BIDC).
- 1.3.1.7. The Contractor shall review and include in the NH Integrated HIV Prevention and Care Plan development process, the FY 2020 epidemiological profile report including:
  - 1.3.1.7.1. Pertinent information including, but not limited to prevalence, incidence, and unmet need data by:
    - 1.3.1.7.1.1. Age.
    - 1.3.1.7.1.2. Gender.
    - 1.3.1.7.1:3. Race/ethnicity.
    - 1.3.1.7.1.4. Transmission mode.
    - 1.3.1.7.1.5. Geographic area.
    - 1.3.1.7.1.6. Descriptive trends in HIV and associated comorbidities since case reporting by name began in 2005.
- 1.3.1.8. The Contractor shall ensure the profile that projects the status of the HIV epidemic, statewide, over the next three (3) to five (5) years, includes comorbidities which may include, but are not limited to:
  - 1.3:1.8.1. Sexually Transmitted Diseases (STDs).
  - 1.3.1.8.2. Tuberculosis (TB).
  - 1.3.1.8.3. Hepatitis associated with the HIV/AIDS epidemic in NH.
- 1.3.1.9. The Contractor shall review and incorporate into the New Hampshire Integrated HIV Prevention and Care Plan development process community population estimates which include, but are not limited to:
  - 1.3.1.9.1. The number of individuals diagnosed and living with HIV/AIDS within each Public Health Region;
  - 1.3.1.9.2. A comparison of the rate and percentages for the state; and

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JSI Research & Training Institute, Inc.

Page 3 of 25

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12/6/2021

### **EXHIBIT B**

- 1.3.1.9.3. A description of individuals at-risk for HIV infection based on rates of sexually transmitted diseases.
- 1.3.1.10. The Contractor shall review and evaluate options for meeting service needs by:
  - 1.3.1.10.1. Maximizing identified resources;
  - 1.3.1.10:2. Identifying barriers to resources; and
  - 1.3.1.10.3. Overcoming identified barriers, including coordinating Ryan White and HIV Prevention services with other. health care delivery systems.
- 1.3.1.11. The Contractor shall present recommendations for improving service delivery, bridging gaps, and reducing duplicative services within the Ryan White and HIB Prevention service delivery system, as appropriate. The Contractor shall:
  - 1.3.1.11:1. Provide a written assessment of service gaps and unmet needs, in an electronic format acceptable to the Department, for Department review and approval upon a . mutually agreed timeframe.
- 1.3.1.12. The Contractor shall make recommendations for future gap analysis with emphasis on perceived and unmet needs statewide. The Contractor shall:
  - 1.3.1.12.1. Develop a strategy for meeting training, education, and capacity needs of HIV providers, as identified by the assessment of service gaps and/or unmet needs.
  - 1.3.1.12.2. Provide a written strategy for meeting the needs of HIV providers, as identified by the assessment of service gaps and unmet needs, in an electronic format acceptable to the Department, for review and approvalno later than August 31, 2022.
- 1.3.1.13. The Contractor shall make an in-person or virtual, as mutually agreed upon, presentation on the final Epidemiological Profile report to the Department no later than June 30, 2022.
  - Integrated HIV Prevention and Care Planning
    - 1.3.2.1. The Contractor shall incorporate the HIV-CNA1.1 as described :: in Section 1.6.1. into the New Hampshire Integrated HIV. Prevention and Care Plan development.
    - 1.3.2.2. The Contractor shall conduct the following activities:

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New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### EXHIBIT B

- 1.3.2.2.1. Coordinate stakeholder engagement, including logistical planning of meetings and distribution of minutes and information as needed.
- 1.3.2.2.2. Maintain documentation of project in a shared, secure file with DPHS.
- 1.3.2.2.3. Coordinate quarterly meetings, including logistics for all project and stakeholder meetings.
- 1.3.2.2.4. Comply with the rules, regulations, and policies as outlined by HRSA, Department, and BIDC.
- 1.3.2.3. The Contractor shall comply with legislative and programmatic planning requirements as outlined in the HRSA National Monitoring Standards, and as instructed by the Department. Universal, fiscal, and program monitoring standards, and NH CARE Standards of Care are available through the Department https://www.dhhs.nh.gov/dphs/bchs/std/providerand info.htm.
- 1.3.2.4. The Contractor shall:
  - Review funder requirements (CDC and HRSA) for a Statewide Comprehensive Integrated HIV Prevention and Care Plan, available through the Department and online https://hab.hrsa.gov/sites/default/files/hab/progra m-grants-management/intergrated-hiv-guidance-6-2021.pdf.
  - Review available and relevant literature and data 1.3.2.4.2. for HIV services in NH, including the Statewide-Coordinate Statement of Need (SCSN) and the HIV National Strategic Plan.
  - 1.3.2.4.3. Share literature and data with key stakeholders, collect feedback, and make recommendations for plan deliverables.
  - Develop a five key phases of integrated planning 1.3.2.4.4. to ensure objectives are met.
- The Contractor shall determine and plan submission requirements including a final published report according to the CY 2022-2026 CDC DHAP and HRSA HAB integrated Prevention and Care Plan Guidance (see Checklist, Appendix for project outline) which can be reviewed at

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#### EXHIBIT B

### https://hab.hrsa.gov/sites/default/files/hab/program-grantsmanagement/integrated-hiv-quidance-6-2021.pdf.

#### **Environmental Public Health Tracking Program** 1.3.3.

- 1.3.3.1. The Contractor shall provide logistical support, including by not limited to meeting planning, participant list development, invitation creation and distribution, meeting hosting, and a written summary for at least one focus group to conduct user testing of National Environmental Public Health Tracking (EPHT) Network data products that will guide future product development.
- Development and Implementation of Prevention-Focused Training Programs General Training Requirements
  - 1.3.4.1. The Contractor shall consult with the Department subject matter experts to develop and/or implement programspecific training programs for all programs described in this
  - 1.3.4.2. The Contractor will ensure training programs are based on adult learning theories utilizing various training modalities in order to maximize reach.
  - 1.3.4.3. The Contractor will ensure training modalities include, but are not limited to:
    - 1.3.4.3.1. In-classroom/virtual sessions.
    - 1.3.4.3.2. Web-based training.
    - 1.3.4.3.3. Train-the-trainer sessions.
    - 1,3,4,3,4, IDPICSS.
  - 1.3.4.4. The Contractor shall assist with maintaining ongoing Infectious Disease Prevention, Investigation and Care Services Section (IDPICSS) provider training programs in . consultation with IDPICSS as defined in Section 1.13.1.
- Food Protection Section (FPS)
  - 1.3.5.1. The Contractor shall, in consultation with FPS staff, develop training curricula and standard operating procedures for FPS staff and Food Service Establishment (FSE) inspectors in municipalities that are classified as self-inspecting.
  - 1.3.5.2. The Contractor shall, in consultation with FPS staff, develop training curricular for staff from state agencies who conduct food safety inspections as on component of a more



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12/6/2021

#### **EXHIBIT B**

comprehensive operational inspection for Department staff.

- The Contractor will, in consultation with FPS staff, develop training curricula for Food Service Workers including, but not limited to. Individuals who work in or for:
  - 1.3.5.3.1. Restaurants.
  - 1.3.5.3.2. Retail food stores
  - 1.3.5.3.3. Schools.
  - 1.3.5.3.4. Caterers.

#### 1.3.6. Public Health Emergency Preparedness

- 1.3.6.1. The Contractor shall develop and implement training programs for Regional Public Health Network (RPHN) emergency preparedness coordinators, either in-person or web-based at the direction of the Department, including but not limited to:
  - 1.3.6.1.1. New Hire orientation.
  - 1.3.6.1.2. Continuing education.
  - 1.3.6.1.3. Operational Review (ORR) Readiness requirements.
- 1.3.6.2. The Contractor shall develop and implement training programs for individuals who are engaged in regional PHEP planning and response including, but not limited to:
  - 1.3.6.2.1. State employees...
  - 1.3.6.2.2. Local municipal officials.
  - 1.3.6.2.3. Healthcare preparedness personnel.
  - 1.3.6.2.4. Volunteers.
- 1.3.6.3. The Contractor shall provide logistical support for Laboratory Response Network Trainings sponsored by the Public Health Laboratories, as needed.
- 1.3.6.4. The Contractor shall participate in the State Training and Exercise Program (STEP) workgroup that is convened by the Department.
- 1.3.6.5. The Contractor shall support the Bureau of Emergency Preparedness, Response, and Recovery (BEPRR) Volunteer Coordinator as requested. Responsibilities may include, but are not limited to:



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New Hampshire Department of Health and Human Services
Public Health Professional Support Services

#### **EXHIBIT B**

- 1.3.6.5.1. Coordinating regional training for volunteers.
- 1.3.6.5.2. Coordinating the annual integrated volunteer conference, per the tasks noted in Section 1.13.1.
- 1.3.6.5.3. Planning and conducting quarterly meetings of Medical Reserve Corps (MRC) and Community Emergency Response Team (CERT) leaders statewide.

## 1.3.7. Healthy Homes and Lead Poisoning Prevention Programs

- 1.3.7.1. The Contractor shall support the outreach and education activities of the program's Health Promotion Advisor as they pertain to the medical and early childhood education community.
- 1.3.7.2. The Contractor shall support the program's Health Educator by providing logistical support and coordination for two (2) virtual training programs, annually, made available to local Health Officers.

# 1.3.8. Environmental Public Health Tracking Program (EPHT)

- 1.3.8.1. The Contractor shall work with the program to implement virtual training sessions and materials on the new data portal to the Regional Public Health Networks which shall include:
  - 1.3.8.1.1. Providing a minimum of four (4) virtual training sessions to the thirteen (13) Regional Pubic Health Networks; and
  - 1.3.8.1.2. Developing a how-to guide for users of the DHHS Data Portal. The guide will include, but not be limited to, search, export, confidence intervals, trends, and geographies.

### 1.3.9. Radon Program

- 1.3.9.1. The Contractor shall support the outreach and education activities of the program as they pertain to radon resistant new home construction using methods which shall include, but are not limited to:
  - 1.3.9.1.1. Stakeholder outreach.

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- 1.3.9.1.2. Brochures or other printed materials.
- 1.3.9.1.3. Three (3) virtual meetings that will target contractors, home builders, home buyers, and

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#### **EXHIBIT B**

realtors and provide continuing education credits, if applicable. Topics may include, but are. not limited to: new radon resistant technologies, policy and advocacy, cost vs. mitigation, and working with home buyers and realtors.

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- 1.3.9.2. The Contractor shall support the outreach and education activities of the program as they pertain to real estate professionals using methods which shall include, but are not limited to:
  - 1.3.9.2.1. Stakeholder outreach.
  - 1.3.9.2.2. Brochures or other printed materials.
  - 1.3.9.2.3. Two (2) virtual meetings, including credits, if applicable.
- 1.3.9.3. The Contractor shall plan and implement social media campaigns which shall include:
  - 1.3.9.3.1. Radon awareness training for new home buyers;
  - 1,3.9.3.2. Radon awareness training for real estate professional; and
  - 1.3.9.3.3. Radon awareness training for real estate development contractors.
- 1.3.9.4. The Contractor shall support the program's Health Educator by providing logistical support and coordination for two (2) virtual, annually, training programs made available to local Health Officers.
- Logistical Support for Conferences, Meetings, and Planning Groups
  - General Logistical Support for Conferences
    - 1.4.1.1. The Contractor shall provide logistical support for conferences, as approved by the Department, which shall include, but is not limited to:
      - 1.4.1.1.1. Convening, facilitating. and documenting meetings of each conference planning team.
      - 1.4.1.1.2. Developing the conference agenda coordination with planning teams.
      - 1.4.1.1.3. Compiling e-mail lists to promote conferences using addresses supplied by members of the planning team.

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## New Hampshire Department of Health and Human Services **Public Health Professional Support Services**

#### EXHIBIT B

- electronically 4.1.1.4. Designing and publishing the Date conference brochures, \*Save announcements, and other marketing materials as funding allows.
- 1.4.1.1.5. Designing the layout and printing materials for conference attendees.
- 1,4,1,1.6. Coordinating logistics with speakers
- 1.4.1.1.7. Coordinating logistics with vendors their logistical needs supporting conferences.
- 1.4.1.1.8. Providing operations support during conferences including, but not limited to:
  - 1.4.1.1.8.1. Registering attendees;
  - 1.4.1.1.8.2. Coordinating IT needs;
  - 1,4,1,1,8,3. Coordinating with the conference site staff; and
  - 1.4.1.1.8.4. Conducting other activities typically associated with conference support.
- 1.4.1.1.9. Compiling data from evaluation forms completed by attendees, analyzing data, and providing written reports to programs.
- 1.4.1.1.10. Receiving payment from vendors, which shall be utilized for supporting conferences, with any additional funding to be utilized for activities funded by the program sponsoring the conference.
- 1.4.1.1.11. Facilitating reservations and logistics of each conférence site.
- 1.4.1.1.12. Reporting all costs and income generated for each conference to the program funding the conference.
- 1.4.2. General Logistical Support for Committees and Planning Groups
- 1.4.2.1. The selected Applicant will provide logistical support, as approved by the Department, for conference committees and planning groups which may include, but is not limited to:
  - 1.4.2.1.1. Convening, facilitating, and documenting meetings, includingthose of subcommittees, work groups, or similar bodies.



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12/6/2021

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New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### **EXHIBIT B**

- 1.4.2.1.2. Developing meeting agendas in coordination with Department staff.
- 1.4.2.1.3. Disseminating announcements of meetings to members and posting publicly, as requested by the Department.
- 1.4.2.1.4 Maintaining contact information for all members and/or planning groups, includina committees. subcommittees, workgroups, or similar bodies.
- 1.4.2.1.5. Maintaining existing websites to inform members and the public of the purpose, membership, and activities of planning groups and committees.
- 1.4.2.1.6. Coordinating logistics with speakers.
- 1.4.2.1.7. Coordinating logistics with vendors and supporting their logistical needs during conferences.
- 1.4.2.1.8. Providing operations support during meetings including, but not limited to:
  - 1.4.2.1.8.1. Registering attendees
  - Coordinating IT needs 1.4.2.1.8.2.
  - 1,4.2.1.8.3. Coordinating with site staff
  - 1.4.2.1.8.4. Publishing minutes
  - Conducting other activities typically associated 1.4.2.1.8.5. with meeting support
    - from evaluation 1.4.2.1.9. Compiling data completed by attendees, analyzing data, and providing written reports to programs.

#### **Healthcare Acquired Infections** 1.4.3.

- 1.4.3.1. The Contractor shall provide logistical support for up to eleven (11) meetings per year of the Antimicrobial Resistance Advisory Workgroup (ARAW).
- 1.4.3.2. The Contractor shall provide logistical and planning support for the annual Antimicrobial Stewardship Symposium for up to 400 attendees, which includes, but is not limited to, providing continuing education credits.

Infectious Disease Prevention, Investigation & Care Services Section :--

RFA-2022-DPHS-05-PUBLIC

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- 12/6/2021

### EXHIBIT B

- 1.4.4.1. The Contractor shall provide logistical support to the NH HIV Planning Group (HPG) which includes, but is not limited to:
  - 1.4.4.1.1. A maximum of six (6) regular meetings of the full-HPG.
  - 1.4.4.1.2. A maximum of thirty (30) committ4ee and/or workgroup meetings per year.

#### Immunization Program 1.4.5.

1.4.5.1. The Contractor shall provide logistical support for the annual Immunization Conference for approximately 400 attendees; which includes providing continuing education credits to attendees.

#### **Public Health Emergency Preparedness** 1.4.6.

1.4.6.1. The Contractor shall provide logistical and planning support for the annual NH Statewide Preparedness conference for up to 800 attendees.

#### Healthy Homes and Lead Poisoning Prevention Program 1.4.7.

- 1.4.7.1. The Contractor shall provide logistical support to the New England Lead Coordinating Committee (NELCC), which includes, but is not limited to:
  - 1.4.7.1.1. No more than four (4) virtual meetings of the full **NELCC:**
  - 1.4.7.1.2. No more than one (1) in-person committee and/or workgroup meeting per year for up to twenty (20) attendees; and
  - 1.4.7.1.3. Support and maintenance of the NELCC membership list serve.
- .1.4.7.2. The Contractor shall provide logistical and planning support for a minimum of one (1) regional dinner meeting, which has capacity for 120 attendees.
- 1.4.7.3. The Contractor shall provide logistical support to the Statewide Clinical Lead Advisory Committee which includes, but is not limited to, no more than three (3) virtual meetings, per Agreement period, of the full committee.
- 1.4.7.4. The Contractor shall support and maintain the Statewide Clinical Lead Advisory Committee membership list serve.
- 1.4.7.5. The Contractor shall provide logistical and planning support for the Environmental Health annual conference for an



12/6/2021

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#### **EXHIBIT B**

estimated 250 attendees.

### **Environmental Public Health Tracking Program (EPHT**

- 1.4.8.1. The Contractor shall provide logistical support to the EPHT Program for outreach to its Technical Advisory Group which includes, but is not limited to:
  - 1.4.8.1.1. Developing a membership list; and
  - 1.4.8.1.2. Organizing a minimum of two (2) virtual meetings, per Agreement period.

#### 1.4.9. Radon Program

1.4.9.1. The Contractor shall provide logistical support to the Radon Program in the development and coordination of a new Radon Stakeholders Group, which includes a minimum of two (2) virtual meetings, anually.

#### **Technical Assistance**

- Infectious Disease Prevention, Investigation & Care Services 1.5.1. Section
  - 1.5.1.1. The Contractor shall, in consultation with the Department subject matter experts, identify and coordinate technical assistance providers to the Department, Department contractors, and service provider agencies.
  - 1.5.1.2. The Contractor shall conduct special projects as directed by the Department including, but not limited to:
    - 1.5.1.2.1. Communication plans;
    - 1.5.1.2.2. Trainings;
    - 1.5.1.2.3. Social media management;
    - 1.5.1.2.4. Development of social media posts to raise awareness about child, youth, and adult immunizations:
    - 1.5.1.2.5. Generation of summary report to inform programmatic decision making;
    - 1.5.1.2.6. Survey management and/or focus facilitation;
    - 1.5.1.2.7. Project management; and
    - 1.5.1.2.8. Graphic design and creation of printed materials.

### **Immunization Program**

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-12/6/2021

RFA-2022-OPHS-05-PUBLIC

#### **EXHIBIT B**

- 1.5.2.1. The Contractor shall provide technical assistance to the Department to support the outreach and education efforts of the NH Immunization Program (NHIP) including, but not limited to:
  - 1.5.2.1.1. Organizing external stakeholders identified by the Department to assist with developing:
    - 1.5.2.1.1.1. Methods to foster communication; and
    - 1.5.2.1.1.2. Education and outreach tools and materials.
- 1.5.2.2. The Contractor shall conduct special projects as directed by the Department including, but not limited to:
  - 1.5.2.2.1. Communication plans;
  - 1.5.2.2.2. Trainings;
  - 1.5.2.2.3. Development of social media posts to raise awareness about child, youth and adult immunizations;
  - 1.5.2.2.4. Social media management including, but not limited to, strategic response to myths and misinformation, analyzing social media listening, and engagement on social media platforms for content and outreach effectiveness;
  - 1.5.2.2.5. Generation of summary report to inform programmatic decision-making;
  - 1.5.2.2.6. Development and dissemination of NH specific childhood vaccination toolkit for providers, schools, and other stakeholders to provide materials to promote childhood vaccines, answer parent questions, and address barriers to receipt of COVID-19 and routine vaccination;
  - 1.5.2.2.7. Survey management and/or focus facilitations:
  - 1.5.2.2.8. Project management; and
  - 1.5.2.2.9. Graphic design and creation of printed materials.
- 1.5.2.3. The Contractor shall facilitate the work of the NH Immunization Coalition for the purposes of promoting public awareness of immunizations and improving vaccination rates for NH's residents by conducting activities including:

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12/6/2021

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## New Hampshire Department of Health and Human Services Public Health Professional Support Services

### **EXHIBIT B**

#### but not limited to:

- 1.5.2.3.1. Conveying external stakeholders, which may include the NH Public Health Association and others identified by the Department, to recruit and maintain coalition members representatives of the community, public and private health care organizations, state agencies, service agencies, and businesses;
- 1,5.2.3.2. Developing broad-based strategies implementing activities to raise awareness of child, youth, and adult immunizations;
- 1.5.2.3.3. Developing and implementing educational and outreach strategies to increase the number of adults receiving children. youth. and immunizations;
- 1.5.2.3.4. Expanding partnerships through the private and public sector to increase awareness of immunizations through education, partnerships, and marketing;
- 1.5.2.3.5. Utilizing methods to foster communication; and
- 1.5.2.3.6. Developing and disseminating education and outreach tools and materials that targetstakeholders who include, but are not limited to:
  - 1.5.2.3.6.1. Medical Professionals.
  - 1.5.2.3.6.2. Parents.
  - 1.5.2.3.6.3. Seniors.
  - 1:5.2.3.6.4. Other members of the public.
  - 1.5.2.3.6.5. Other entities engaged in promoting immunizations.

#### **Public Health Emergency Preparedness** 1.5.3.

- 1.5.3.1. The Contractor shall, in consultation with the Department subject matter experts, provide technical assistance to three (3) discrete groups directed toward meeting national standards described in the CDC's Public Health Emergency Preparedness Capabilities (October 2018, Updated January 2019) and subsequent editions. The groups are as follows:
  - 1.5.3.1.1. Department preparedness;

12/6/2021

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New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### EXHIBIT B

- 1.5.3.1.2. Public health preparedness coordinators at the thirteen (13) organizations providing Regional Public Health Network services. Teaching assistance will be available to both individuals and as a group; and/or.
- 1.5.3.1.3. Medical Reserve Corps (MRC) units recognized and registered with the U.S. Surgeon General, Office of Civilian Volunteer Medical Reserve Corps, to support recruitment, training, and deployment of the MRC volunteers.
- 1.5.3.2. The Contractor shall provide professional staff to support public health incident response at the direction of the Department, if requested.
- 1.5.3.3. The Contractor shall ensure that professional staff:
  - 1.5.3.3.1. Have the appropriate licensure, certification, and skills to meet the requests made by DPHS;
  - 1,5,3,3,2. Work the minimum hours requested by DPHS;
  - 1.5.3.3.3. Submit all documentation regarding hours worked and other documentation, as requested.

#### 1.5.4. Radon Program

- 1.5.4.1. The Contractor shall provide technical assistance for the collection of radon information and data which includes, but is not limited to:
  - 1.5.4.1.1. NH municipalities with existing building codes for radon resistant new construction;
  - 1.5,4.1.2. The estimated number of radon mitigations for existing homes per year;
  - 1.5.4.1.3. The estimated number of radon tests performed in NH per year; and
  - 1.5.4.1.4. Historical data from external partners and stakeholders for the purpose of updating the Department data portal.

# Hospital Preparedness Program (HPP)

1.5.5.1. The Contractor shall provide technical assistance to MRC and Community Emergency Response Team (CERT) leaders throughout the state. ...



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New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### EXHIBIT B

## **Development and Production of Educational Materials**

#### General Standards for Educational Materials

- 1.6.1.1. The Contractor shall, in consultation with the Department subject matter experts, develop and/or produce educational materials on topics identified by Department staff.
- 1.6.1.2. The Contractor shall obtain Department approval prior to distribution of any produced materials, and ensure all materials produced give credit to the funding source utilized to create the materials.
- 1.6.1.3. The Contractor shall ensure all materials are developed in accordance with CDC recommendations specified in Simply Put: Guide to Developing Easy-To-Understand Materials, CDC July 2010, including any updates that may be issued by the CDC...
- Infectious Disease Prevention, Investigation & Care Services 1.6.2. Section
  - 1.6.2.1. The Contractor shall, in consultation with the Department, maintain and update the HIV Planning Group (HPG) and the . Granite State PrEP Connect websites.
  - 1.6.2.2. The Contractor shall, in consultation with the Department, create social media posts relevant to infectious disease. prevention topics.

#### Immunization Program (IP) 1.6.3.

- 1.6.3.1. The Contractor shall, in consultation with the Department, develop and conduct a statewide education campaign effort for testing and prevention of COVID-19 among travelers. The Contractor shall:
  - 1.6.3.1.1. Create and disseminate printed, poster and website materials on the availability and access of the following, which shall include but is not limited to:
    - 1.6.3.1.1.1. COVID-19 testing;
    - 41.6.3.1.1.2. Quarantine guidance; and
    - 1.6.3.1.1.3. Guide on prevention of COVID-19 during travel.
  - 1.6.3.1.2. Distribute the materials of all travel hubs in NH, which shall include, but are not limited to:

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New Hampshire Department of Health and Human Services **Public Health Professional Support Services** 

#### EXHIBIT B

- 1.6.3.1.2.1. Airports;
- 1.6.3.1.2.2. Bus stations;
- 1.6.3.1.2.3. Highway gas stations; and
- 1.6.3.1.2.4. Other ports of entry, as identified by the Department.
- 1.6.3.1.3. Distribute personal protective materials, which include but are not limited to, facemasks and hand sanitized, as purchased by the Contractor.
- 1.6.3.1.4. Ensure all materials have a graphic design label, as approved by the Department.

# Healthy Homes and Lead Poisoning Prevention Program

- 1.6.4.1. The Contractor shall assist the program's Health Educator. with the development of outreach and educational materials, that include, but are not limited to:
  - 1.6.4.1.1. Development and coordination of at least two (2) social media campaigns;
  - 1.6.4.1.2. Design and limited printing (500 copies) of an annual 4 to 6 page blood lead surveillance report;
  - 1.6.4.1.3. Maintenance and quarterly updates to the About Lead Free Kids NH - Lead Free Kids NH websitė.

#### 1.6.5. Radon Program

- 1.6.5.1. The Contractor shall develop educational materials for the radon program, in collaboration with the program, that are appropriate for 5th to 8th grade science students, which include, but are not limited to:
  - 1.6.5.1.1. Creating a stakeholder outreach list and securing a minimum of five (5) schools to participate;
  - 1.6.5.1.2. Developing curriculum; and
  - 1.6.5.1.3. Promoting and organizing a poster contest.

# Core.Services Planning

1.6.6.1. The Contractor shall implement an annual survey of program clients for the purpose of core services planning, in consultation with care services staff.,

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12/6/2021

# New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### EXHIBIT B

#### 1.7. Develop and Implement Evaluation Plans

1.7.1. The Contractor shall develop evaluation plans, in consultation with Department subject matter experts, which clearly outline goals, objectives, activities, outputs, outcomes, and performance measures.

# 1.8. Update Strategic Plans

- 1.8.1. General Assistance with Strategic Plans
  - 1.8.1.1. The Contractor shall, in consultation with the Department subject matter experts, assist the Department with:
    - . 1.8.1.1.1. Updating pre-existing strategic plans; and
    - 1.8.1.1.2. Outlining goals, objectives, activities, outputs, outcomes, and performance measures for various programs.

#### 1.9. Maximize the Efficient Use of Resources

- 1.9.1. Infectious Disease Prevention, Investigation & Care Services Section (IDPICSS)
  - 1.9.1.1. The Contractor shall facilitate reimbursements of costs incurred by approximately five (5) public members of the NH HPG and/or contracted vendors to attend out-of-state conferences identified by the Department, as well as mileage costs to attend in-state meetings.
  - 1.9.1.2. The Contractor shall procure and disperse prevention supplies as determined by the Department to a minimum of six (6) clinics funded by the Department to provide testing and treatment for sexually transmitted infections and HIV.
  - 1.9.1.3. The Contractor shall procure, manage, and disperse prevention and self-testing supplies for NH residents, as directed by the Department.
  - 1.9.1.4. The Contractor shall develop and maintain an online ordering system that enables NH residents and partners to order prevention and self-testing supplies.

## 1.9.2. Coordination and Logistics, Web-Based Training

1.9.2.1. The Contractor shall, in consultation with the Department, coordinate and monitor ongoing provider and/or DPHS staff technical assistance and facilitate reimbursement to vendors for web-based case management entry-level competency training modules and other programs as designated by the Department.

43

RFA-2022-DPHS-05-PUBLIC

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New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### EXHIBIT B

1.9.2.2. The Contractor shall develop and maintain a participant/user tracking system for the comprehensive selfdirected, web-based medical cases management training.

#### Public Health Emergency Preparedness

1.9.3.1. The Contractor shall provide access to E-Studio, a webbased collaboration system, to the Regional Public Health Networks and the Department.

#### 2. Exhibits Incorporated

- The Contractor shall use and disclose Protected Health Information in 2.1. 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.
- The Contractor shall manage all confidential data related to this Agreement in 2.2. accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- The Contractor shall comply with all Exhibits D through K, which are attached 2.3. hereto and incorporated by reference herein.

#### 3. Reporting Requirements

## **Needs Assessments and Integrated Planning**

- The Contractor shall conduct training needs assessments for eleven (11) MIECHV home visiting sites.
- 3.1.2. The Contractor shall provide a review of the epidemiological profile to the Department for review and approval no later than June 30, 2022.
- The Contractor shall provide a review of service gaps and unmet 3.1.3. needs with the Ryan White and HIV Prevention service delivery system to the Department for review and approval on a date mutually agreed upon by both parties.
- The Contractor shall provide a written strategy for meeting the needs of HIV providers as identified by the assessment of service gaps and unmet needs no later than June 30, 2022:
- The Contractor shall make an in-person presentation of the final 3.1.5. Epidemiological Profile report to the Department no later than November 31, 2022.

## 3.2, .: Integrated HIV Prevention and Care Plan

The Contractor shall develop and prepare the required written 3.2.1.

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# New Hampshire Department of Health and Human Services Public Health Professional Support Services

#### **EXHIBIT B**

components of the integrated strategic plan including, but not limited to:

- 3.2.1.1. Executive Summary of Integrated Plan and Statewide Coordinated Statement of Need:
- 3.2.1.2. Situational analysis;
- 3.2.1.3. 2022-2026 goals and objectives;
- 3.2.1.4. Jurisdictional monitoring plan; and
- 3.2.1.5. Letters of Concurrence as outlined in CDC DHAP and HRSA guidance.

#### 3.2.2. The Contractor shall:

- 3.2.2.1. Maintain quarterly meetings and email communication with IDPICSS staff.
- 3.2.2.2. Submit a written final summary on or before May 31, 2022.
- 3.2.2.3. Present a final written report on or before June 30, 2022.
- 3.2.2.4. Develop strategic plan recommendations and submit final work plan to DPHS for final approval on or before August 30, 2022.
- 3.2.2.5. Conduct a minimum of four (4) strategic planning sessions with stakeholders before November 15, 2022.

#### 3.2.3. Immunization Program

- 3.2.3.1. The Contractor shall:
  - 3.2.3.1.1. Participate in monthly meetings/calls and maintain email communication with NHIP staff.
  - 3.2.3.1.2. Hold NH Immunization Coalition meetings at least quarterly.
  - 3.2.3.1.3. Submit NH Immunization Coalition Meeting Agenda to the Immunization Program at least five (5) business days in advance of each meeting. Submit NH Immunization Coalition meeting minutes with meeting attendance list to the Immunization Program within five (5) business days following each meeting.
  - 3.2.3.1.4. Submit quarterly written reports for the Immunization Program and the Immunization Coalition to describe project administration and coordination which includes, but is not limited to:



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# New Hampshire Department of Health and Human Services Public Health Professional Support Services

# **EXHIBIT B**

summary of social media listening/engagement sessions, communications, program and project oversight, reporting, programmatic activities, successes, challenges/barriers, meeting minutes, and project deliverable timelines.

- 3.2.3.1.5. Develop strategic plan recommendations and submit work plan to DPHS for final approval on or before 60 days after Governor & Executive Council approval.
- 3.2.3.1.6. Conduct a minimum of four (4) strategic planning sessions with stakeholders per year.
- 3.2.3.1.7. Submit final drafts of NH specific childhood vaccination toofkits: one (1) for schools and one (1) for general public by June 30, 2022.
- 3.2.3.1.8. Submit conference budget proposal for program approval by February 15, 2022, for the Immunization Fall 2022 conference.
- 3.2.3.1.9. Submit conference budget proposal for program approval by October 15, 2022, and annually thereafter for fall conferences.
- 3.2.3.1.10. Submit monthly reporting of conference expenditures and revenues to include expenditures per the NH Immunization.

  Conference Income & Expense Detail Sheet, as provided by the Department.

#### 4. Performance Measures

- 4.1. The Contractor shall meet or exceed performance measures for Develop and Implement Prevention-Focused Training Programs, as follows:
  - 4.1.1. A minimum of 85% of participant's rate training programs as not less than 'Very Good' in evaluation surveys.
- 4.2. The Contractor shall meet or exceed performance measures for Logistical Support for Conferences, Meetings and Planning Groups as follows:
  - 4.2.1. A minimum of 85% of conference planning committee members rate logistical support for conferences as not less than 'Very Good' in evaluation surveys.
  - 4.2.2. A minimum of 85% of conference participants rate the elements pertaining to conference logistics as not less than 'Very' Good' in evaluation surveys.

42

RFA-2022-DPHS-05-PUBLIC

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New Hampshire Department of Health and Human Services
Public Health Professional Support Services

#### EXHIBIT B

- 4.2.3. A minimum of 85% of workgroup participants rate elements pertaining to workgroup logistics as not less than 'Very Good' in evaluation surveys.
- 4.2.4. A minimum of 85% of planning group members rate meeting logistics as no less than 'Very Good' in evaluation surveys.
- 4.3. The Contractor shall meet or exceed performance measures for Provide Technical Assistance, as follows:
  - 4.3:1. A minimum of 90% of all requests for high-priority consultation services are responded to within twenty-four (24) hours.
  - 4.3.2. A minimum of 90% of all requests for high-priority technical assistance are responded to within twenty-four (24) hours.
- 4.4. The Contractor shall identify barriers to meeting performance measures on a semi-annual basis and provide a corrective action plan which:
  - 4.4.1. Identifies barriers to success:
  - 4.4.2. Includes a work plan for mitigating barriers; and
  - 4.4.3. Includes a timeline in which compliance with performance measures will be met.
- 4.5. The Contractor shall ensure the following performance outcomes and measures are achieved and monitored throughout the contract period to measure the effectiveness of the agreement:
  - 4.5.1. 100% of staff deployed have the appropriate licensure, certification, and skills.
  - 4.5.2. 100% of staff deployed submit all required documentation.
- 4.6. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.7. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

#### 5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
  - 5.1:1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities.

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New Hampshire Department of Health and Human Services
Public Health Professional Support Services

#### **EXHIBIT B**

and expenditure requirements under this Agreement so as to achieve compliance therewith.

- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

### 5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

### 6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 61.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the

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Page 24 of 25

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New Hampshire Department of Health and Human Services
Public Health Professional Support Services

#### **EXHIBIT B**

Contractor in the performance of the Contract, and all income received or collected by the Contractor.

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

### Payment Terms

- This Agreement is funded by:
  - 1.1. 2% Environmental Public Health and Emergency Response, as awarded on May 20, 2021, by the United States Department of Health and Human Services (HHS), CFDA 93.070, FAIN# NUE1EH001357-04.
  - 1.2. 7%, Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children, as awarded on 8/5/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.197, FAIN# NUE2EH001457.
  - 1.3. 8%, Performance Partnership Grants, as awarded on 7/14/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.605, FAIN# BG00100731.
  - 1.4. 6%, State Indoor Radon Grants, as awarded on 9/13/2021, by the United States Environmental Protection Agency (EPA), CFDA 66.032, FAIN# 00162332.
  - 1.5. 2%, National Bioterrorism Hospital Preparedness Program, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.889, FAIN# U3REO190580.
  - 1.6. 8%, Public Health Emergency Preparedness, as awarded on 5/12/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.069, FAIN#, NU90TP922018
  - 1.7. 9%, Immunization Cooperative Agreements, as awarded on 3/31/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.
  - 9%, Immunization Cooperative Agreements, as awarded on 7/1/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.268, FAIN# NH23IP922595.
  - 1.9. 17%, HIV Prevention Activities Health Department Based, as awarded on 3/8/2021, by the United States Department of Health and Human Services (HHS), CFDA 93.940, FAIN# NU62PS924538.
  - 1.10. 10%, ELC Enhancing Detection Funding, as awarded on May 18, 2020 by the Center for Disease Control & Prevention (CDC), CFDA 93.323, FAIN# NU50CK000522
  - 1.11. 4% General funds. ...
  - 1.12. 18% Other funds (include specific information if available).
- 2. For the purposes of this Agreement:

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# New Hampshire Department of Health and Human Services Public Health Professional Support Services EXHIBIT C

- 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
- 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
- 2.3. The de minimis Indirect Cost Rate of 21.2% applies in accordance with 2 CFR §200.414.
- Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-44, Budget.
- 4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to <a href="mailto:DPHSContractBilling@dhhs.nh.qov">DPHSContractBilling@dhhs.nh.qov</a>, or invoices may be mailed to:

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

- 6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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# New Hampshire Department of Health and Human Services Public Health Professional Support Services EXHIBIT C

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

#### 12. Audits

- 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
  - 12.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subjection pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 12.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - t2.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year:
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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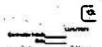
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Exhibit C-41, SFY 2023 Budget

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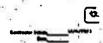
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### New Hampshire Department of Health and Human Services Exhibit D



### 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 refiance 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
    - The dangers of drug abuse in the workplace;
    - The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5... Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency.

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Vendor Initials

12/6/2021

Date \_\_

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



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

- 1.6. Taking one of the following actions; within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employée 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.
- 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 [3] if there are workplaces on file that are not identified here

Vendor Name:

12/6/2021

Date

Outsidemed by:

Name Katherine Robert

Title:

Director

97. 12.7. Vender Initials

12/6/2021 Date DocuSign Envelope ID: 2294EBAF-E112-48F8-8C50-0827E85EC09A

### 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

\*Medicald 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, toan, 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-L)
- 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:

2/6/2021	Katheria	
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Exhibit E - Certification Regarding Lobbying

.. Vendor initials

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### New Hampshire Department of Health and Human Services



### **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 -

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 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.
- 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.
- 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.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposel," 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 OHHS.
- 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.
- 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).
- Nothing contained in the foregoing shall be construed to require establishment of a system of records :: in order to render in good faith the certification required by this clause. The knowledge and

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



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

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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 better, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared inetigible, 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 (I)(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:

12/6/2021

Date

Contractor Name:

Contractor Name:

Catherine Robert

Title:

Director

Exhibit F - Certification Regarding Debarment, Suspension
And Other Responsibility Matters
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### New Hampshire Department of Health and Human Services Exhibit G



### <u>CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO</u> FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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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.

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- Contractor Initials

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### 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: 12/6/2021 Name: Katherine Robert Date Director

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### New Hampshire Department of Health and Human Services Exhibit H --



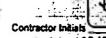
### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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:

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: 12/6/2021 Date Name Katherine Robert Director



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### 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.
- <u>Business Associate</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45,
   Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" 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. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

Exhibit I

Meatth Insurance Portability Act

Business Associate Agreement

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Contractor Initials

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### New Hampshire Department of Health and Human Services



#### Exhibit I

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164,103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- \*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.
- "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.

### Business Associate Use and Disclosure of Protected Health Information.

- 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:
  - 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
  - 111. For data aggregation purposes for the health care operations of Covered Entity.
- 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.
- 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 Busine

Health Insurance Portability Aci **Business Associate Agreement** .Page 2 of 6.

12/6/2021

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### 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:
  - 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
  - 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.

- The Business Associate shall comply with all sections of the Privacy, Security, and the 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

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Exhibit I

Health Insurance Portability Act

Business Associate Agreement

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### - 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.
- 9. 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.
- 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.
- 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 the purposes that make the return or destruction infeasible, for so long as Business

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### 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.
- 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. <u>Definitions and Regulatory References</u>. 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.
- 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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Health Insurance Portability Act Business Associate Agreement Page 5 of 8

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12/6/2021

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### New Hampshire Department of Health and Human Services

#### Exhibit I

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

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

Department of Health and Human Services	JSI Research & Training Institute, I
Thoustown: Patrick M. They	Names of the Contractor Katherine Robert
Signature of Authorized Representative Patricia M. Tilley	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
	Director
Title of Authorized Representative	Title of Authorized Representative
12/6/2021	12/6/2021
Date	Oate

Contractor initials

12/6/2021

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### - .... New Hampshire Department of Health and Human Services



### 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:

- Name of entity
- Amount of award
- Funding agency.
- NAICS code for contracts / CFDA program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the entity
- Principle.place of performance
- 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 evailable 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.

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12/6/202	1	. 1	12 (4) (4	Catherine Robert	
Date	1			Name: Katherine Robert Title: Director	: :

Exhibit J ... Certification Regarding the Federal Funding ccountability And Transparancy Act (FFATA) Compliance

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## New Hampshire Department of Health and Human Services



As the Contractor identified in Section 1.3 of the	General I	Provisions.	I certify	that the	respon	ses t	o the
below listed questions are true and accurate.	3		1	5)¥	. 12	59	

-1		14 5220117	(40)	34 B	2000 N
1,	The DUNS number for your entity is:	14-5729117			-
<b>2</b> .	In your business or organization's pre- receive (1) 80 percent or more of your loans, grants, sub-grants, and/or coop gross revenues from U.S. federal cont cooperative agreements?	annual gross re- erative agreeme	venue in U.S. fe nts; and (2) \$25.	deral contracts, .000,000 or mor	subcontrac
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	NO X	YES		ž.	51
2)	If the answer to #2 above is NO, stop	here	V.		**
*:	If the answer to #2 above is YES, plea	ise answer the fo	llowing:		
3.	Does the public have access to inform business or organization through period Exchange Act of 1934 (15 U.S.C.78m) 1986?  NO X  If the answer to #3 above is YES, stop	odic reports filed (a), 78o(d)) or se	under section 13	(a) or 15(d) of t	he Securitie
. •	If the answer to #3 above is NO, pleas	e answer the foll	owing:	82 1	120
4.	The names and compensation of the fi organization are as follows:	ive most highly c	ompensated offi	cers in your bus	iness or
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### New Hampshire Department of Health and Human Services Exhibit K





### A. Definitions

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

- "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.
- "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.

- "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.
- "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

V5. Lest update 10/09/18

Exhibit K OHHS Informatic Contractor Initials

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### New Hampshire Department of Health and Human Services

### Exhibit K

### **DHHS Information Security Requirements**



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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160 103
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- 12 2: The Contractor must not disclose any Confidential Information in response to asset

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Exhibit K
DHHS Information

Security Requirements
Page 2 of 9

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### New Hampshire Department of Health and Human Services

#### Exhibit K

### **DHHS Information Security Requirements**



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

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service, End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open 🚟

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### New Hampshire Department of Health and Human Services:

### Exhibit K

### **DHHS Information Security Requirements**



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

- 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

- 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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### New Hampshire Department of Health and Human Services Exhibit K

### **DHHS Information Security Requirements**

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

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

- 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.
- 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.
- 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

V5. Last update 10/09/18

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

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### New Hampshire Department of Health and Human Services

### Exhibit K

### **DHHS Information Security Requirements**



- 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 teadership 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:

V5. Last update\_10/09/18

Exhibit K

DHHS Information
Security Requirements

Contractor Initials

12/6/2021

Date

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### New Hampshire Department of Health and Human Services

### Exhibit K

### **DHHS Information Security Requirements**



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

- 12. Contractor must, comply with all appticable 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/doit/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. compty 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. safequard this information at all times.
  - 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.

V5. Lest update 10/09/18

Exhibit K
OHHS Information
Security Requirements
Page 7 of 9

Contractor Initiats

12/6/2021

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### New Hampshire Department of Health and Human Services

### Exhibit K

### **DHHS Information Security Requirements**



- limit disclosure of the Confidential Information to the extent permitted by law.
- 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.).
- 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.
- 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.

### 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:

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

Contractor Initials

Exhibit K

V5. Lest update 10/09/18

- DHHS Information Security Requirements

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# New Hampshire Department of Health and Human Services Exhibit K



### **DHHS Information Security Requirements**

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 Pl 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

19/18

DHHS Information
Security Requirements



12/6/2021