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

Lori A. Weaver  
Interim Commissioner

Patricia M. Tilley  
Director

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May 10, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with The CNA Corporation (VC# 449262), Arlington, VA, in the amount of \$425,000 for the purpose of conducting a gap analysis of New Hampshire's regional public health delivery model, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-90-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE,  
PH COVID-19 HEALTH DISPARITIES**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90577100	\$50,000
2024	102-500731	Contracts for Prog Svc	90577100	\$250,000
			<i>Subtotal</i>	<i>\$300,000</i>

**05-95-90-903510-24680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVC  
DEPT OF, HHS: BUREAU OF EMERGENCY PREPAREDNESS, RESPONSE AND  
RECOVERY, PUBLIC HEALTH CRISIS RSP-ARP**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90027500	\$25,000
2024	102-500731	Contracts for Prog Svc	90027500	\$100,000
			<i>Subtotal</i>	<i>\$125,000</i>
			<b>TOTAL</b>	<b>\$425,000</b>

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

This request is **Sole Source** because it was not competitively bid. The Department is requesting a one (1) year sole source agreement with the Contractor to conduct and complete a gap analysis of the Regional Public Health Network (RPHN) Service Delivery Model. There is a limited number of vendors who possess public health emergency management experience, and have the capacity to complete the project within the timeline, due to the available funding expiring on May 30, 2024. The Contractor has the necessary resources to conduct the gap analysis and deliver outcomes and findings timely. In addition, the Contractor has international experience evaluating public health delivery models, implementing programs to achieve public health capabilities, and performing large-scale exercises involving multiple stakeholders.

The purpose of this request is for the Contractor to conduct a gap analysis of New Hampshire's regional public health delivery model to identify opportunities for the Department to enhance the State's regional and local public health partnerships, improve delivery of public health services, reduce duplication of efforts, maximize safety during clinical operations, and identify potential programmatic funding and policy opportunities that lead to improved delivery of health services, including public health emergency preparedness activities, public health incident response, and delivery of equitable healthcare services, statewide.

An independent evaluation of the existing regional public health system's capacity, capability, and level of integration is imperative to ensure a robust system exists to prepare for and respond to public health incidents, while ensuring equitable access to routine health care. The assessment will focus on the existing system's capability to meet federal public health emergency preparedness requirements, including routine and emergency response capabilities. Additionally, RPHNs offer direct service programs such as school and community-based clinics, community health worker programs, and substance misuse prevention (SMP) programs. These programs will also be evaluated to ensure the RPHNs have the capability and capacity to perform these initiatives safely and efficiently.

The Department will monitor contracted services through required reporting and deliverables.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

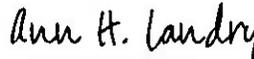
Should the Governor and Council not authorize this request, the Department will have less coordinated and less comprehensive public health services that can reduce costs, improve health outcomes, and reduce health disparities. In addition, the Department's ability to address health related impacts on high-risk underserved populations will be significantly limited, potentially increasing the health and economic burden on the citizens of New Hampshire.

Area served: Statewide.

Source of Federal Funds: The Centers for Disease Control and Prevention, Assistance Listing Number (ALN) 93.391, FAIN NH750T000031 and ALN 93.354, FAIN NU90TP922144.

Respectfully submitted,

DocuSigned by:



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Lori A. Weaver  
Interim Commissioner

Subject: Regional Public Health Network Service Delivery Model Evaluation (SS-2023-DPHS-REGIO-01)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The CNA Corporation		1.4 Contractor Address 3003 Washington Blvd., Arlington, VA 22201	
1.5 Contractor Phone Number (703) 824-2000	1.6 Account Number 05-95-90-901010-5771 05-95-90-903510-2468	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$425,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Edward Gibson</i> Date: 5/16/2023		1.12 Name and Title of Contractor Signatory Edward Gibson Director of Contracts and Procurement	
1.13 State Agency Signature DocuSigned by: <i>Patricia M. Tilley</i> Date: 5/17/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ DocuSigned by: <i>Robyn Guarino</i> On: 5/17/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT B**

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**Scope of Services**

**1. Statement of Work**

1.1. The Contractor must provide an assessment and gap analysis of the Department of Health and Human Services' (herein after "Department") ten (10) Contractors that perform services for thirteen (13) Regional Public Health Networks (RPHNs) to enhance delivery of the public health RPHN services, statewide. The Manchester Public Health Department and the Nashua Public Health Department offer routine direct clinical services to vulnerable populations and serve as the only "city" public health departments in New Hampshire. The thirteen (13) RPHNs provide services including, but not limited to:

- 1.1.1. Leadership and Core Priorities, which include, but are not limited to:
  - 1.1.1.1. Maintaining a public health advisory council (PHAC).
  - 1.1.1.2. Planning for and responding to public health incidents and emergencies.
  - 1.1.1.3. Preventing the misuse of substances.
  - 1.1.1.4. Facilitating and sustaining a continuum of care to address substance use disorders.
  - 1.1.1.5. Integrating climate and health adaptation initiatives.
  - 1.1.1.6. Bringing together stakeholders to develop Community Health Improvement Plans (CHIPs).
- 1.1.2. Public Health Emergency Preparedness (PHEP).
- 1.1.3. Responder Safety and Health.
- 1.1.4. Community Health Worker programs.
- 1.1.5. Immunization, Drug and Alcohol Prevention Services.
- 1.1.6. Extreme Weather and Climate Emergency Assistance.
- 1.1.7. Biosurveillance.

1.2. The Contractor must conduct an independent evaluation of the Department's existing regional public health system's capacity, capability, and level of integration into the communities and applicable healthcare systems, to ensure:

- 1.2.1. A robust system exists to prepare for and respond to public health incidents while ensuring equitable access to routine health care;
- 1.2.2. The existing system has the capability to meet federal public health emergency preparedness requirements including routine and emergency response capabilities; and
- 1.2.3. The capability and capacity of the RPHNs offer direct service

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EXHIBIT B**

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initiatives safely and efficiently, which include, but are not limited to:

- 1.2.3.1. School-based clinics.
- 1.2.3.2. Community-based vaccine clinics
- 1.2.3.3. Community health workers.
- 1.2.3.4. Substance misuse prevention.

- 1.3. The Contractor must conduct analysis and submit the findings to the Department. Analysis may include, but is not limited to:
  - 1.3.1. Assessing the structure and operation of State's existing RPHN model and its ability to meet the Department's program goals, including the following, for each RPHN:
    - 1.3.1.1. Workforce;
    - 1.3.1.2. Structure;
    - 1.3.1.3. Daily operations;
    - 1.3.1.4. Emergency Operations; and
    - 1.3.1.5. Variability in operations and delivery of services between the different RPHNs and their ability to meet State operational requirements and federal public health emergency preparedness and response grant requirements.
  - 1.3.2. Assessing and evaluating the RPHNs existing scope of work to ensure effective and efficient use of the RPHN's capacity.
  - 1.3.3. Evaluating the Manchester Public Health Department's and the Nashua Public Health Department's service delivery models to identify programs and services not offered by the other 11 RPHNs to identify services and best practices to consider incorporating as future RPHN requirements.
  - 1.3.4. Manchester and Nashua Public Health Departments also serve as the Greater Manchester Public Health Network and the Greater Nashua Public Health Network respectively. Reports from each must identify what services each Public Health Department provides within the city boundaries, but not to the communities within the RPHN catchment areas
  - 1.3.5. Evaluating the RPHN's ability to meet federal public health emergency preparedness and response requirements, including, but not limited to:
    - 1.3.5.1. 2019-2014 PHEP and Hospital Preparedness Program (HPP) Grant requirements.
    - 1.3.5.2. Strategic National Stockpile Program Requirements.

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT B**

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- 1.3.5.3. The Centers for Disease Control and Prevention's (CDC) 15 Public Health Preparedness and Response Capabilities.
- 1.3.6. Identifying and describing local, state, and federal legislation that may impact the RPHN's ability to meet requirements outlined above and/or delivery of other health services, and provide recommended State legislative changes needed to support modifications to New Hampshire's model or to enhance the current structure.
- 1.3.7. Identifying and describing local, state, and federal funding sources that support current RPHN programs, and additional funding opportunities that can be leveraged to support proposed changes to the New Hampshire model.
- 1.3.8. Comparing the State's regional public health delivery model up to five (5) other states, territories, or jurisdictions with similar demographics, population, and size.
- 1.3.9. Identifying staffing needs at the RPHNs to effectively achieve current and vendor-proposed program goals and requirements, including but not limited to:
  - 1.3.9.1. Clinical staff for the delivery of medical services, including, but not limited to vaccination clinics.
  - 1.3.9.2. Non-clinical staff including, but not limited to administration.
  - 1.3.9.3. Medical direction and oversight to ensure safe and efficient delivery of medical services.
  - 1.3.9.4. Community outreach, engagement and communications.
  - 1.3.9.5. Other subject matter expertise.
- 1.3.10. Evaluating safety issues or gaps in delivery of medical services including, but not limited to vaccination clinics, and make recommendations for addressing and remediating safety issues.
- 1.3.11. Assessing the effectiveness of the RPHNs' capabilities and practices, and provide recommended strategies for improvement for activities including, but not limited to:
  - 1.3.11.1. Building local and regional partnerships.
  - 1.3.11.2. Identifying and supporting vulnerable populations within their communities.
  - 1.3.11.3. Incorporating equitable practices across all business processes.
  - 1.3.11.4. Conducting community-level outreach, engagement, and communications.

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT B**

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- 1.3.12. Evaluating the RPHNs' utilization of existing funding to ensure maximum efficiency is achieved.
- 1.3.13. Proposing recommendations to the Department on how to standardize RPHN structure and functions.
- 1.3.14. Proposing recommendations on how the RPHNs can better coordinate and communicate with various government agencies to align work and priorities.
- 1.3.15. Identifying best practices for regional public delivery models and propose recommended modifications to the State's delivery model.
- 1.4. The Contractor must coordinate an in-person kickoff meeting with the Department's Emergency Preparedness, Response, and Recovery Bureau within 60 days of the effective date of this Agreement for the purposes of, but not limited to:
  - 1.4.1. Reviewing project goals and objectives.
  - 1.4.2. Discussing Contractor's proposed approach and timeline for implementation.
  - 1.4.3. Identifying key stakeholders to engage, and reviewing Department provided after-action reports, and other existing strategy documents.
  - 1.4.4. Discussing the State's vision for public health.
  - 1.4.5. Identifying any potential challenges to successfully complete the assessment, and collaborate on potential mitigation strategies.
- 1.5. The Contractor must meet (virtually, if mutually acceptable) with the Department's assigned Project Advisory Team on a quarterly basis to review and discuss:
  - 1.5.1. The Contractor's preliminary analysis and findings;
  - 1.5.2. Next steps; and
  - 1.5.3. Validation of information/products.
- 1.6. The Contractor must review documentation during the assessment including, but not limited to:
  - 1.6.1. Publicly available population demographic datasets including, but not limited to, data from the CDC and ATSDR Social Vulnerability Index.
  - 1.6.2. Contracts and after-action report documents from Department bureaus and RPHNs.
- 1.7. The Contractor must conduct a Stakeholder survey to gather quantitative data relative to staffing, funding, and engagement. Stakeholders surveyed must include:

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT B**

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- 1.7.1. 13 RPHNs;
  - 1.7.2. Department staff who oversee RPHN programs;
  - 1.7.3. DPHS Leadership; and
  - 1.7.4. Granite State Healthcare Coalition.
- 1.8. The Contractor must conduct in-person stakeholder interviews no later than November 30, 2023. Upon scheduling conflicts and/or travel being problematic, the Contractor may conduct virtual stakeholder meetings instead. Interviews and focus groups may include, but are not limited to:
- 1.8.1. Department staff.
  - 1.8.2. Staff from each of the 13 RPHNs
  - 1.8.3. Granite State Healthcare Coalition.
  - 1.8.4. New Hampshire Hospital Association.
  - 1.8.5. New Hampshire Homeland Security and Emergency Management (HSEM).
  - 1.8.6. Public Health Advisory Council (PHAC).
  - 1.8.7. Hospitals/health systems.
  - 1.8.8. Local government partners including, but not limited to, emergency management directors.
- 1.9. The Contractor must work with the Department to identify and contact up to five (5) states, territories with similar population demographics to examine each public health delivery model, including strategies and practices employed, or justifications for using open-source data, and information gleaned through key stakeholder interviews.
- 1.10. The Contractor must facilitate a one (1) day, in-person workshop with the Department within six (6) months of the contract effective date to present key findings from the baseline assessment.
- 1.11. The Contract must facilitate a second, one (1) day workshop with the Department no later than May 15, 2024 to present the final key findings from the baseline assessment.
- 1.12. The Contractor must facilitate group discussion to validate the assessment findings, refine the framework, and identify potential gaps.
- 1.13. The Contractor must participate in meetings (virtual) with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.14. The Contractor must facilitate file reviews conducted by the Department on a monthly basis, or as otherwise requested by the Department, which may include, but are not limited to:

**New Hampshire Department of Health and Human Services  
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- 1.14.1. Contracts.
- 1.14.2. After action reports.
- 1.14.3. Protocols and procedures.
- 1.14.4. Consent documents.
- 1.14.5. Other documents as directed by the Department.
- 1.15. Reporting and Deliverables
  - 1.15.1. The Contractor must compare the validated findings from the RPHNs baseline assessment to the desired characteristics in the "to-be" framework. Through this analysis, the Contractor must report and provide to the Department, the following:
    - 1.15.1.1. Staffing needs at the RPHNs, including clinical and non-clinical, to effectively and safely complete the contracted scope of work including:
      - 1.15.1.1.1. School-based and community-based clinics;
      - 1.15.1.1.2. Medical countermeasure distribution;
      - 1.15.1.1.3. Multi-agency coordinating entity (MACE) oversight;
      - 1.15.1.1.4. Alternate Care Site (ACS) operations;
      - 1.15.1.1.5. Neighborhood Emergency Help Centers (NEHC) operations;
      - 1.15.1.1.6. Medical Surge support;
      - 1.15.1.1.7. Public Health Preparedness and response capabilities; and
      - 1.15.1.1.8. Safely deliver medical services and effectively achieve program goals and requirements.
    - 1.15.1.2. Gaps in the effectiveness of the RPHNs to identify and support vulnerable populations to incorporate equitable practices across all business processes and community-level outreach, engagement, and communications.
    - 1.15.1.3. Gaps in the effectiveness of the RPHNs to build local and regional partnerships and engagement with local government agencies to better coordinate and communicate to align work and priorities.
  - 1.15.2. The Contractor must provide a draft report to the Department by February 29, 2024 that includes:

**New Hampshire Department of Health and Human Services  
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- 1.15.2.1. Summary of the evaluation of the current model and proposed changes needed to effectively implement the Contractor's proposed services delivery model including:
  - 1.15.2.1.1. Summary and gaps of the current model;
  - 1.15.2.1.2. Proposed RPHN staffing models;
  - 1.15.2.1.3. Funding recommendations;
  - 1.15.2.1.4. State legislative needs; and
  - 1.15.2.1.5. Infrastructure requirement to support proposed changes.
- 1.15.2.2. The Contractor must provide a final report to the Department no later than May 31, 2024 that includes all items as specified in 1.17.2.1 above.
- 1.15.3. The Contractor must submit monthly reports to the Department by the last business day of the month that demonstrates all requirements and expectations are met, which includes, but are not limited to:
  - 1.15.3.1. Status reports on work completed in the prior month, issues or challenges, proposed mitigation strategies, and anticipated activities for the next reporting period.
  - 1.15.3.2. Summary of proposed financial investments required to achieve the proposed service delivery model efficiently and effectively.
  - 1.15.3.3. Summary of recommendations to improve New Hampshire's regional public health networks and services delivery model based on best practices, national standards, and emerging data-driven standards.
- 1.15.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

## **2. Exhibits Incorporated**

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

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT B**

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2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

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

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

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

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

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must 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."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

**New Hampshire Department of Health and Human Services  
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3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

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**Payment Terms**

1. This Agreement is funded by 100% Federal funds, from the New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on May 27, 2021, by the Centers for Disease Control and Prevention (CDC), Assistance Listing Number (ALN) 93.391, FAIN NH750T000031; and from PH Emergency Response: Public Health Crisis Response, as awarded on May 18, 2021, by the CDC, ALN 93.354, FAIN NU90TP922144.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Vendor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through C-4 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov) or mailed to:

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

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT C**

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5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services  
Regional Public Health Network Service Delivery Model Evaluation  
EXHIBIT C**

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- 8.4. 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.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1, SFY 23 Budget  
(PH Covid-19 Health Disparities)

SS-2023-DPHS-10-REGIO-01

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

*Complete one budget form for each budget period.*

**Contractor Name:** CNACorporation

**Budget Request for:** Regional Public Health Network Service Delivery Model Evaluation

**Budget Period** Upon Governor and Council Approval through June 30, 2023

**Indirect Cost Rate (if applicable)** 50.96%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$16,552
2. Fringe Benefits	\$6,351
3. Contracts/Consultants	\$8,280
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1,939
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$33,122</b>
<b>Total Indirect Costs</b>	<b>\$16,878</b>
<b>TOTAL</b>	<b>\$50,000</b>

Contractor Initial: DS  
EG

Exhibit C-2, SFY 23 Budget  
(Public Health Crisis RSP-ARP)

SS-2023-DPHS-10-REGIO-01

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

*Complete one budget form for each budget period.*

**Contractor Name:** CNA Corporation

**Budget Request for:** Regional Public Health network Service Delivery Model Evaluation

**Budget Period:** Upon Governor and Council Approval through June 30, 2023

**Indirect Cost Rate (if applicable):** 54.69%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$8,701
2. Fringe Benefits	\$3,340
3. Consultants	\$4,120
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$16,161</b>
<b>Total Indirect Costs</b>	<b>\$8,839</b>
<b>TOTAL</b>	<b>\$25,000</b>

Contractor Initial: OS  
EG

Exhibit C-3, SFY 24 Budget  
(PH Covid-19 Health Disparities)

SS-2023-DPHS-10-REGIO-01

**New Hampshire Department of Health and Human Services**  
*Complete one budget form for each budget period.*  
**Contractor Name:** CNACorporation  
**Budget Request for:** Regional Public Health Network Service Delivery Model Evaluation  
**Budget Period:** July 1, 2023 through June 30, 2024  
**Indirect Cost Rate (if applicable):** 52.57%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$85,691
2. Fringe Benefits	\$32,911
3. Consultants	\$37,600
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$7,654
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$163,856</b>
<b>Total Indirect Costs</b>	<b>\$86,144</b>
<b>TOTAL</b>	<b>\$250,000</b>

Contractor Initial: DS  
EG

Exhibit C-4, SFY 24 Budget  
(Public Health Crisis RSP-ARP)

SS-2023-DPHS-10-REGIO-01

**New Hampshire Department of Health and Human Services**  
*Complete one budget form for each budget period.*  
**Contractor Name:** CNACorporation  
**Budget Request for:** Regional Public Health Network Service Delivery Model Evaluation  
**Budget Period:** July 1, 2023 through June 30, 2024  
**Indirect Cost Rate (if applicable):** 54.40%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$35,017
2. Fringe Benefits	\$13,449
3. Consultants	\$13,700
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$2,599
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$64,765</b>
<b>Total Indirect Costs</b>	<b>\$35,235</b>
<b>TOTAL</b>	<b>\$100,000</b>

Contractor Initial: EG



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

EG



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

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

Vendor Name: The CNA Corporation

5/16/2023

Date

DocuSigned by:

*Edward Gibson*

Name: Edward Gibson

Title: Director of Contracts and Procurement



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

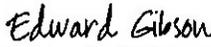
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name: The CNA Corporation

5/16/2023  
Date

DocuSigned by:  
  
 Name: Edward Gibson  
 Title: Director of Contracts and Procurement

Vendor Initials   
 Date 5/16/2023



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The CNA Corporation

5/16/2023

Date

DocuSigned by:
Edward Gibson
Name: Edward Gibson
Title: Director of Contracts and Procurement

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New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: The CNA Corporation

5/16/2023

Date

DocuSigned by:

*Edward Gibson*

Name: Edward Gibson

Title: Director of Contracts and Procurement

Exhibit G

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

Contractor Initials

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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:

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

Contractor Name: The CNA Corporation

5/16/2023

Date

DocuSigned by:

*Edward Gibson*

Name: Edward Gibson

Title: Director of Contracts and Procurement



## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

**(1) Definitions.**

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

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Exhibit I  
 Health Insurance Portability Act  
 Business Associate Agreement  
 Page 1 of 6

Contractor Initials

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Date 5/16/2023



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

**Exhibit I**

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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Contractor Initials

5/16/2023  
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

The CNA Corporation

The State

Name of the Contractor

Patricia M. Tilley

Edward Gibson

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Edward Gibson

Name of Authorized Representative  
Director

Name of Authorized Representative

Director of Contracts and Procurement

Title of Authorized Representative

Title of Authorized Representative

5/17/2023

5/16/2023

Date

Date

Contractor Initials EG

Date 5/16/2023



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

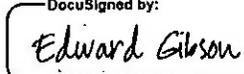
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: The CNA Corporation

5/16/2023  
Date

DocuSigned by:  
  
 Name: Edward Gibson  
 Title: Director of Contracts and Procurement



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

1. The UEI (SAM.gov) number for your entity is: MC5HF1LR16H1

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

       NO        X        YES

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

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

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

       NO        X        YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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## 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.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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## New Hampshire Department of Health and Human Services

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### DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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## New Hampshire Department of Health and Human Services

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## DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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

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**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# 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 THE CNA CORPORATION is a Virginia Nonprofit Corporation registered to transact business in New Hampshire on April 24, 2023. 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: 930311

Certificate Number: 0006217165



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, am Mark E. Rosen the Senior Vice President, General Counsel and Corporate Secretary of The CNA Corporation of Arlington, Virginia (company) and I hereby certify that:

1. I am the Senior Vice President, General Counsel and Corporate Secretary as well as a Corporate Officer of The CNA Corporation (company).
2. That CNA's Director of Contracts and Procurement is formally authorized by written policy to act on behalf of the CNA Corporation to enter into contracts with any entity including State governments and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. **Edward C. Gibson** is the duly appointed Director of Contracts and Procurement of the company.
3. I further certify that it is understood that the State of New Hampshire may rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this certificate.



Name: Mark E. Rosen  
Title: Senior Vice President  
Company Name: The CNA Corporation

5/15/2023  
Date



## Mission Statement

CNA is a Non-Profit research organization that operates the Center for Naval Analysis, a Federally Funded Research Center that has supported the Navy and Marine Corps for over seventy years and the Institute for Public Research that provides support to a broad range of government clients in education, health care and public health, homeland security, human capital management and air traffic management. CNA specializes in objective, empirical research, and analysis to help decision makers develop sound policies, make better informed decisions and manage programs more effectively.

**The CNA Corporation**  
**Report on Federal Awards**  
**In Accordance with the Uniform Guidance**  
**September 30, 2022**  
**EIN 54-1558882**

**The CNA Corporation**  
**Index**  
**For the Year Ended September 30, 2022**

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**Part I**

**Financial Statements and  
Schedule of Expenditures of Federal Awards**



## **Report of Independent Auditors**

To the Board of Trustees of the CNA Corporation

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of The CNA Corporation (the "Corporation"), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities and of cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as of September 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit 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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation 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 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 financial statements that are free from material misstatement, whether due to fraud or error.

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

#### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 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 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 Corporation'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation'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.

### ***Supplemental Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended September 30, 2022 is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 23, 2022 on our consideration of the Corporation'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 for the year ended September 30, 2022. 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 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 Corporation's internal control over financial reporting and compliance.

*PricewaterhouseCoopers LLP*

Washington, DC  
December 23, 2022

**The CNA Corporation**  
**Statements of Financial Position**  
**September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 11,987,905	\$ 17,908,482
Accounts receivable		
Contract receivables and assets	22,061,964	19,002,578
Employee and other receivables, net	93,277	174,463
Prepaid expenses and deposits	<u>1,704,505</u>	<u>2,018,142</u>
Total current assets	35,847,651	39,103,665
Investments	26,637,058	31,393,574
Other assets long-term	2,358,017	2,798,938
Property and equipment, net	<u>10,651,273</u>	<u>11,613,019</u>
Total assets	<u>\$ 75,493,999</u>	<u>\$ 84,909,196</u>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Accounts payable and accrued expenses	2,712,637	3,262,283
Accrued payroll and withholding taxes	4,007,479	3,118,144
Accrued leave	7,375,244	7,633,624
Deferred revenue and contract liabilities	<u>525,866</u>	<u>1,397,349</u>
Total current liabilities	14,621,226	15,411,400
Long-term liabilities		
Deferred rent	6,965,605	6,615,015
Other liabilities long-term	<u>3,108,342</u>	<u>3,512,932</u>
Total liabilities	24,695,173	25,539,347
Net assets without donor restrictions	<u>50,798,826</u>	<u>59,369,849</u>
Total liabilities and net assets	<u>\$ 75,493,999</u>	<u>\$ 84,909,196</u>

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

**The CNA Corporation**  
**Statements of Activities**  
**For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>Operating Revenue</b>		
Contracted research	\$ 137,757,398	\$ 139,533,258
<b>Total Operating Revenue</b>	<u>137,757,398</u>	<u>139,533,258</u>
<b>Operating Expenses</b>		
Salaries and fringe	102,792,426	100,706,594
Consultants and outside services	15,126,195	17,788,209
Occupancy	10,801,587	11,083,321
Information technology	6,314,078	5,794,714
Training and personnel support	1,485,958	973,495
Travel and related	2,862,618	1,571,710
Supplies	516,534	544,672
Other corporate expenses	677,357	1,336,396
<b>Total Operating Expenses</b>	<u>140,576,753</u>	<u>139,799,111</u>
<b>Other Income and (Expenses)</b>		
Net investment return	(5,756,516)	4,627,628
Interest income	4,848	4,080
<b>Total Other Income and (Expenses)</b>	<u>(5,751,668)</u>	<u>4,631,708</u>
Change in net assets	<u>(8,571,023)</u>	<u>4,365,855</u>
Net assets, beginning of the year	<u>59,369,849</u>	<u>55,003,994</u>
Net assets, end of year	<u>\$ 50,798,826</u>	<u>\$ 59,369,849</u>

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

**The CNA Corporation**  
**Statements of Cash Flows**  
**For the Years Ended September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>Cash flows from operating activities</b>		
Change in net assets	\$ (8,571,023)	\$ 4,365,855
Adjustments to reconcile change in net assets to cash and cash equivalents (used in)/provided by operating activities:		
Depreciation expense	2,343,610	2,368,210
Deferred rent	350,590	63,842
Amortization of capitalized software	73,057	73,057
Net unrealized/realized gains	6,509,639	(4,024,866)
Loss on disposal of property and equipment	574,941	61,127
Reserve for doubtful accounts	23,080	110,638
Changes in assets and liabilities:		
(Increase) decrease in Contract receivables and assets	(3,082,466)	251,593
Decrease (increase) in Employee and other receivables, net	81,186	(38,504)
Decrease (increase) in Prepaid expenses and deposits	313,637	(93,044)
Decrease (increase) in Other assets long-term	440,921	(328,891)
(Decrease) increase in Accounts payable and accrued expenses	(492,517)	471,578
Decrease in Deferred revenue and contract liabilities	(871,483)	(373,177)
Increase (decrease) in Accrued payroll and withholding taxes	889,335	(2,862,160)
Decrease in Accrued leave	(258,380)	(102,306)
(Decrease) increase in Other liabilities long-term	(404,590)	634,566
Net cash and cash equivalents (used in)/provided by operating activities	<u>(2,080,463)</u>	<u>577,518</u>
<b>Cash flows from investing activities</b>		
Purchases of property and equipment	(2,094,039)	(1,405,415)
Proceeds from the sale of property and equipment	7,048	200
Purchases of investments	(1,788,711)	(4,517,980)
Sales of investments	35,588	5,715,218
Net cash and cash equivalents used in investing activities	<u>(3,840,114)</u>	<u>(207,977)</u>
Net (decrease) increase in cash and cash equivalents	(5,920,577)	369,541
Cash and cash equivalents, beginning of year	<u>17,908,482</u>	<u>17,538,941</u>
Cash and cash equivalents, end of year	<u>\$ 11,987,905</u>	<u>\$ 17,908,482</u>
<b>Supplemental cash flow information</b>		
Amount payable for equipment purchases		57,129

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

# The CNA Corporation

## Notes to Financial Statements

### For the Years Ended September 30, 2022 and 2021

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#### 1. Nature of Operations

The CNA Corporation (the "Corporation") is a not-for-profit corporation that conducts studies and analysis and other research-based activities predominantly for agencies of the federal government, as well as state and local governments, and foundations. The majority of the Corporation's activities consist of the management and execution of the Center for Naval Analyses ("CNA"), a federally funded research and development center ("FFRDC") whose primary focus is to provide assistance to the Department of the Navy ("DON") in the areas of operations and systems analysis. CNA has conducted research for the Department of the Navy and other government entities since 1942 under managed affiliations with various universities and institutes, until October 1, 1990, when it incorporated and began operating as an independent entity. In addition, the Corporation operates the Institute for Public Research ("IPR") which provides expert, high-level research and analysis services to clients at all levels of government, in the areas of health care, education, domestic security and safety, human capital management, and air traffic management.

The DON executed renewal of the new FFRDC contract effective on January 1, 2022. The contract consists of a five-year contract with five one-year options. The contract has a ceiling of \$1.2 billion. Task Orders on the DON contract accounted for approximately \$97 million, or 70% of operational revenue in fiscal year 2022 and \$101 million, or 70% of total revenue in fiscal year 2021.

#### 2. Summary of Significant Accounting Policies

##### Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

##### Revenue Recognition and Program Services

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, Revenue from Contracts with Customers (Topic 606), which replaced the accounting standards for revenue recognition under ASC 605, Revenue recognition, with a single comprehensive five-step model, eliminating industry-specific accounting Rules. The core principle is to recognize revenue upon the transfer of control of goods or services to a customer at an amount that reflects the consideration expected to be received. The Corporation provides services for customers in four types of arrangements: cost-reimbursable, time-and-materials, fixed-price, and grants. Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers, and ASC 958-605, which the corporation adopted on October 1, 2019, using the modified retrospective approach. Results for the year beginning on October 1, 2019 are presented under ASC 606 and ASC 958-605, while prior period amounts are not adjusted and continue to be reported under ASC 605.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of account in ASC Topic 606. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The majority of revenues are generally recognized over time, with a few instances where revenue is recognized at a point in time. Revenue is recognized for an amount that reflects the consideration the corporation expects to be entitled to in exchange for those goods or services. Revenue recognition under ASC 606 varies based on contract type. However, revenue recognized on grants typically fall under the ASC 958-605 standard. This standard along with a subsequent accounting standard update aims to assist entities in (1) evaluating whether transactions should be accounted for as contributions or exchange transactions and (2) determining whether a contribution is conditional.

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

Revenue recognized under ASC 606 and ASC 958-605 was as follows as of September 30:

Standard	2022	2021
ASC 606	\$ 128,190,604	\$ 132,773,627
ASC 958-605	9,566,794	6,759,631
Total Revenue	\$ 137,757,398	\$ 139,533,258

Grants for which the restrictions are met within the same year are reported as net assets without donor restriction. The remaining funding for conditional grants was \$18,353,374 as of September 30, 2022 and \$12,639,204 as of September 30, 2021, respectively.

The revenue by arrangement type was as follows as of September 30:

Contract Type	2022	2021
Cost Plus Fixed Fee	\$ 98,269,800	\$ 98,963,514
Firm Fixed Price	5,933,757	6,363,926
Time & Material	23,987,047	27,446,187
Grants	9,566,794	6,759,631
Total Revenue	\$ 137,757,398	\$ 139,533,258

The Corporation accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, and collectability of consideration is probable. The Corporation generally recognizes revenue over time as it performs because of continuous transfer of control to the customer. Because of control transferring over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based on the nature of the goods and services to be provided.

For certain service contracts where the Corporation has a right to consideration from a customer in an amount that corresponds directly with the value of the Corporation's performance completed to date (a contract in which the Corporation bills a fixed amount for each hour of service provided), the Corporation recognizes revenues equal to the amount the Corporation has a right to invoice for services performed.

The majority of the Corporation's contracts are with the federal government and have revenue recognition that occurs over time as a measure of progress because this method best depicts the transfer of assets to the customer as costs are incurred. These contracts are generally cost reimbursable plus fixed fee. Compensation for these contracts is based on funding from the government and may vary from year to year.

The Corporation also uses the cost-to-cost measure of progress because it best depicts the transfer of assets to the customer when costs are incurred. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. Significant judgements are required to determine the performance obligations and the method of revenue recognition under ASC-606.

Contract modifications are routine in the performance of contracts. Contracts are often modified to account for changes in contract specifications or requirements. In most instances, contract modifications are for goods or services that are not distinct, and therefore are accounted for as part of the existing contract. The Corporation adopted the practical expedient related to contract modifications as described in ASC 606-10-65-1-f (4), and thus, for contracts that were modified before October 1, 2019, the Corporation did not retrospectively restate the contract for contract modifications.

## **The CNA Corporation**

### **Notes to Financial Statements**

### **For the Years Ended September 30, 2022 and 2021**

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Payment terms are normal, and typically are due within 30 days of invoicing to the customer. An immaterial portion of the fixed fee is retained typically by the customer until final settlement of all indirect rates in effect during the contract period of performance. The Corporation determined this did not represent a significant financing component.

#### **Contract assets and liabilities**

Timing of revenue recognition may differ from the timing of invoices to customers. The Corporation records unbilled receivables (contract assets) when revenue is recognized prior to invoicing or when costs are in excess of billing. The corporation records deferred revenue (contract liabilities) when cash is received for services yet to be rendered or when billings exceed costs. Contract assets were 16,850,556 and 11,795,545 as of September 30, 2022 and 2021, respectively. Contract liabilities were \$525,866 and \$1,397,349 as of September 30, 2022 and 2021, respectively.

Costs in excess of billings and billings in excess of costs are recorded based on management's evaluation of contract terms and current project status. This evaluation includes negotiations with the client, and availability of funding. Such evaluations are updated periodically and accordingly could result in changes in the near term as facts and circumstances change. The Company invoices the U.S. Government using negotiated provisional indirect cost rates. Invoiced amounts are subject to receipt of negotiated, adjusted, and final indirect cost rates arising from incurred cost audits by the cognizant government agencies.

The Corporation's costs are subject to audit by various cognizant government agencies. The Corporation has final settlements for all costs incurred through fiscal year 2020. Management has established contingency reserves for potentially disallowed costs for any unsettled years. Management believes adjustments in excess of this reserve, if any, would not have a material effect on the financial statements. Future adjustments resulting from such audits which exceed the Corporation's estimates, could adversely impact profitability. However, the Corporation's past experience is that final rates resulting from incurred cost audits do not vary materially from the proposed settlement rates the Corporation submits to the U.S. Government after the end of the Corporation's fiscal year. Management estimated and has recorded adequate allowances to accommodate any resulting adjustment to the Corporation's receivables.

#### **COVID-19 (Financial Reporting Alert 20-1)**

The outbreak of the COVID-19 pandemic has caused domestic and global disruptions in operations for many organizations. The COVID-19 pandemic did not significantly impact the financial results of the Corporation for the year ended September 30, 2022, and 2021.

#### **Tax Exempt Status**

The Corporation is organized as a not-for-profit and is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code in that it conducts research and analysis in the public interest. The repeal of the Internal Revenue Code Section 512(a)(7) for unrelated business income (UBIT) for qualified transportation fringes in 2020, resulted in requested refunds of previously paid UBIT. CNA has a receivable for years ended September 30, 2022 and September 30, 2021 of \$21,000 and \$92,914, respectively, for the remaining taxes, penalties, and interest to be refunded from the Internal Revenue Service and the Virginia Department of Taxation. CNA received the refund from the Internal Revenue Service of \$71,914 in 2022. The remaining receivable balance of \$21,000 represents the balance due from the Virginia Department of Taxation.

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of cash on deposit and overnight sweep of cash into a treasury money market account. The Corporation considers all highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

## **The CNA Corporation**

### **Notes to Financial Statements**

### **For the Years Ended September 30, 2022 and 2021**

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#### **Property and Equipment**

Property and equipment is recorded at cost. Free-standing furniture and equipment are depreciated using the straight-line method over a five-year life. Furniture and equipment purchased to originally furnish its office building, including those built into the facility, are depreciated using the straight-line method over the 15-year term of the office lease. Computer hardware and software is depreciated using the straight-line method over four years and software is amortized using the straight-line method over four to ten years. Leasehold improvements are amortized over the shorter of the useful life or lease term.

Eligible internally developed software costs incurred are capitalized subsequent to the completion of the preliminary project stage. Such costs include external direct material and service costs, and internal employee payroll and payroll-related costs. After the software is ready for its intended use, the software costs are amortized over the estimated useful life of the software.

The Corporation considers the potential for impairment of its fixed assets by evaluating assets when net carrying value of each asset class equals or exceeds its estimated replacement value and by determining that the assets comprising the class are still in use. When assets are retired, the assets and related allowances for depreciation and amortization are eliminated from the accounts and any resulting gain or loss is reflected in operations.

#### **Lease Obligations**

The Corporation records rent expense, including contractually known stated escalations, on a straight-line basis over the lease term of the underlying lease. In the early years of a lease the result is higher lease expense than the current payment due to the landlord. The difference between the rent payment and the straight-line rent expense is recorded as a deferred rent liability.

#### **Net Assets**

The Corporation has not historically received donor-funding and has no imposed restrictions on its net assets. All net assets of the Corporation as of September 30, 2022 and 2021 were available for general operations.

#### **Accrued Leave**

Annual paid time off is accrued as earned. Employees are permitted to accumulate unused annual leave subject to certain limitations. Employees may elect an annual payout of unused annual leave subject to limitations. Employees are paid for unused leave at termination or retirement pursuant to such limitations. Annual leave forfeitures in accordance with the limitations are not material.

#### **Using Estimates in Preparing Financial Statements**

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements as well as revenue, expenses, or other changes in the net assets during the reporting period. Actual results could differ from estimates.

#### **Subsequent Events**

Subsequent events have been evaluated through December 23, 2022 which is the date the financial statements were available to be issued.

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

**Concentration of Credit Risk**

The accounts receivable are due predominantly from U.S. Government agencies or other prime contractors to such agencies. The Corporation has not experienced any material credit losses on its accounts receivable. The composition of the overall credit risk was as follows as of September 30:

	<u>2022</u>	<u>2021</u>	<u>Collateral</u>
Accounts receivable/contract assets with the Department of Navy	15,112,463	11,006,943	Backed by the United States Government
	<u>\$ 15,112,463</u>	<u>\$ 11,006,943</u>	

**Recent Accounting Pronouncements**

In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases* (Topic 842) to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the lessees' balance sheet and disclosing key information about leasing arrangements for leases classified as operating leases under the previous GAAP. Under this update, lessees should recognize in the balance sheet a liability to make lease payments and a right-of-use asset representing its right-to-use the underlying asset for the lease term. The new guidance for non-public entities is effective for fiscal years beginning after December 15, 2021, with early adoption permitted. The Corporation is evaluating the impact this will have on the financial statements for the fiscal year beginning October 1, 2022.

**3. Functional Expense**

The three functional expense categories below list the costs associated with CNA's FFRDC programs, IPR programs, and Management and General expenses. The Federally Funded Research and Development Center (FFRDC) supports the Department of the Navy. The Institute for Public Research (IPR) provides support to a broad range of government sponsors in Health Care and Public Health, Homeland Security, Department of Justice, Human Capital Management, and Air Traffic Management. CNA specializes in objective, empirical research and analysis to help decision makers develop sound policies and manage programs more effectively. The Management and General expenses are not identifiable by a single program and expenses that relate to more than one functional area such as Occupancy, Information Technology, and Personnel Support are identified by their natural classification and allocated to the functional areas based on cost.

The functional expense schedule for September 30, 2022 was as follows:

<u>Expense Category</u>	<u>FFRDC</u>	<u>IPR</u>	<u>Management and General</u>	<u>Total</u>
Salaries and fringe	\$ 64,072,125	\$ 21,534,348	\$ 17,185,953	\$ 102,792,426
Consultants and outside services	1,742,853	11,668,069	1,715,273	15,126,195
Occupancy	6,336,654	2,341,550	2,123,383	10,801,587
Information technology	3,623,316	1,343,732	1,347,030	6,314,078
Training and personnel support	468,123	269,822	748,013	1,485,958
Travel and related	2,310,009	388,549	164,060	2,862,618
Supplies	128,557	240,569	147,408	516,534
Other corporate expenses	-	-	677,357	677,357
September 30, 2022	<u>\$ 78,681,637</u>	<u>\$ 37,786,639</u>	<u>\$ 24,108,477</u>	<u>\$ 140,576,753</u>

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

The functional expense schedule for September 30, 2021 was as follows:

<b>Expense Category</b>	<b>FFRDC</b>	<b>IPR</b>	<b>Management and General</b>	<b>Total</b>
Salaries and fringe	\$ 66,269,636	\$ 19,972,838	\$ 14,464,120	\$ 100,706,594
Consultants and outside services	1,729,507	13,831,433	2,227,269	17,788,209
Occupancy	6,696,287	2,471,521	1,915,513	11,083,321
Information technology	3,327,138	1,251,231	1,216,345	5,794,714
Training and personnel support	389,798	219,055	364,642	973,495
Travel and related	1,345,090	160,602	66,018	1,571,710
Supplies	199,387	208,266	137,019	544,672
Other corporate expenses	-	-	1,336,396	1,336,396
September 30, 2021	<u>\$ 79,956,843</u>	<u>\$ 38,114,946</u>	<u>\$ 21,727,322</u>	<u>\$ 139,799,111</u>

**4. Contract Receivables and Assets**

Contract receivables and assets consist of billed amounts and contract assets consist of unbilled amounts. Contract receivables represent amounts that have been billed as of September 30, 2022 and September 30, 2021. Contract assets represent earned amounts that cannot be billed yet under terms of the contract as well as amounts retained. Balances outstanding as of September 30 are as follows:

	<b>2022</b>	<b>2021</b>
Contract receivables	\$ 5,924,494	\$ 7,897,039
Contract assets	16,850,556	11,795,545
	<u>22,775,050</u>	<u>19,692,584</u>
Less: Reserve for doubtful accounts	<u>(713,086)</u>	<u>(690,006)</u>
	<u>\$ 22,061,964</u>	<u>\$ 19,002,578</u>

**Employee and other receivables**

Employee and other receivables consist of business related employee travel, employee tuition assistance, and long-term advances for employees on off-site special assignments for the FFRDC. Balances outstanding as of September 30, are as follows:

	<b>2022</b>	<b>2021</b>
Employee and other receivables	\$ 96,278	\$ 177,464
Less: Reserve for doubtful accounts	<u>(3,001)</u>	<u>(3,001)</u>
	<u>\$ 93,277</u>	<u>\$ 174,463</u>

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

**5. Investments**

The portfolio on September 30, 2022 consisted of a diversified combination of index funds and fixed income funds, with domestic and international holdings of approximately 82% and 18%, respectively. Investment income, net of expenses, for years ended September 30, 2022 and 2021 was \$788,712 and \$602,762, respectively.

	2022		2021	
	Cost	Fair Value	Cost	Fair Value
Equity Securities	\$ 13,870,085	\$ 15,218,599	\$ 12,853,403	\$ 18,371,211
Fixed income Securities	13,491,079	11,418,459	12,754,745	13,022,363
	<u>\$ 27,361,164</u>	<u>\$ 26,637,058</u>	<u>\$ 25,608,148</u>	<u>\$ 31,393,574</u>

CNA determines fair value in accordance with the "Fair Value Measurements" standard. This standard establishes a hierarchy of valuation inputs based on the extent to which the inputs are observable in the marketplace. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect entities' own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The US generally accepted accounting standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by CNA for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

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

Level 2 – Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the same term of the assets or liabilities.

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

A financial instruments categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

Following is a description of CNA's valuation methodologies for assets and liabilities measured at fair value:

Fair value for Level 1 is based upon quoted prices in active markets that CNA has the ability to access for identical assets and liabilities. Market price data is generally obtained from exchange or dealer markets. CNA does not adjust the quoted price for such assets and liabilities.

Fair value for Level 2 is based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Inputs are obtained from various sources

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

including market participants, dealers, and brokers. There were no Level 2 investments during fiscal 2022 and 2021.

Fair value for Level 3, is based on valuation techniques that use significant inputs that are unobservable as they trade infrequently or not at all. CNA did not own any investments that are categorized under Level 3 valuation techniques, as of September 30, 2022 and September 30, 2021.

The following table presents the financial instruments carried at fair value as of September 30, 2022 by caption on the statement of financial position valuation hierarchy defined above:

<u>Assets</u>	<u>Level 1 Total Fair Value</u>
Investments:	
Fixed Income - International Corporate	\$ 1,156,684
Fixed Income - Other	10,261,775
Equity - U.S. Common Stocks	11,699,000
Equity - International Common Stocks	3,519,599
Total Investments	<u>\$ 26,637,058</u>

The following table presents the financial instruments carried at fair value as of September 30, 2021:

<u>Assets</u>	<u>Level 1 Total Fair Value</u>
Fixed Income - International Corporate	\$ 1,298,259
Fixed Income - Other	11,724,104
Equity - U.S. Common Stocks	13,932,175
Equity - International Common Stocks	4,439,036
Total Investments	<u>\$ 31,393,574</u>

**Other Financial Instruments**

The carrying amounts of cash and cash equivalents, short-term investments, receivables, accounts payable and accrued expenses, and notes payable approximate their fair values because of the relatively short-term maturities of these instruments.

**6. Liquidity**

The Corporation's financial assets available within one year of the balance sheet date for general expenditures are as follows as of September 30:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 11,987,905	\$ 17,908,482
Contract receivables	22,061,964	19,002,578
Employee and other receivables	93,277	174,463
Total	<u>\$ 34,143,146</u>	<u>\$ 37,085,523</u>

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

The Corporation invests excess cash in an overnight sweep into a treasury money market account. In order to manage any unanticipated liquidity needs, there is a line of credit in the amount of \$19,252,605 available which it could draw upon. Additionally, the investment fund, with a balance of \$26,637,058 as of September 30, 2022, is available if necessary.

**7. Property and Equipment**

The following summarizes assets owned by the Corporation as of September 30:

	<u>2022</u>	<u>2021</u>
Computer hardware and software	\$ 9,922,782	\$ 9,613,605
Capitalized software costs	4,796,909	4,797,113
Furniture and equipment	5,554,848	6,285,727
Leasehold improvements	12,728,704	13,363,432
	<u>33,003,243</u>	<u>34,059,877</u>
Less: Accumulated depreciation	(17,618,235)	(17,786,180)
Accumulated amortization on capitalized software	(4,733,735)	(4,660,678)
Property and equipment, net	<u>\$ 10,651,273</u>	<u>\$ 11,613,019</u>

**8. Notes Payable**

**Revolving Line of Credit**

The Corporation maintains a \$20,000,000 line of credit with a bank for the purpose of providing short-term working capital. As of September 30, 2022 and 2021, there were no borrowings outstanding. The line of credit also serves as collateral for a letter of credit for \$747,395 issued to the Corporation's current landlord (Note 10). There are no amounts outstanding on the line of credit. Borrowings on the line accrue interest equivalent at leverage-dependent premiums over Bloomberg Short-Term Bank Yield ("BSBY") plus a margin ranging from 1.1% to 1.6% based on the Corporation's leverage ratio. Fees accrue based on the unused amount of the line. In the opinion of management, the Corporation was in compliance with all covenants as of September 30, 2022 and 2021.

**9. Retirement Plans**

**403(b) Retirement Plan**

The Corporation provides retirement benefits to its employees through a combination of 403(b) annuity contracts with the Teachers' Insurance and Annuity Association and College Retirement Equities Fund and 403(b) custodial accounts with Fidelity Investments. Participation by the employees in the plan is voluntary. The Corporation currently matches 1.6 to 3.3 times an employee's contribution, or from 8% to 10% of adjusted salary, as defined in the Plan, depending on the employee's length of service and percentage of salary contributed to the Plan. All full-time and certain part-time employees are eligible to enroll in the Plan immediately upon employment. Both employer and employee contributions are fully funded and vested immediately. Retirement plan expense for the years ended September 30, 2022 and 2021 was \$6,347,991 and \$6,629,365, respectively.

**Deferred Compensation Plan**

CNA has a deferred compensation plan under section 457(b) of the Internal Revenue Code. The CNA 457(b) Deferred Compensation Plan is only offered to a select group of key employees. The Plan is a non-qualified tax-deferred plan that functions much like the 403(b) retirement plan, except there are no employer contributions to the fund. All funds in the plan are employee funds; there are no employer contributions. Even though there are no employer contributions, in accordance with the plan provisions,

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

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the assets are owned by CNA until they are distributed to the employee. The amount is presented in both the Long-term assets and Long-term liabilities section of the Statement of Financial Position. The balances were \$2,431,454 and \$2,798,938 as of September 30, 2022 and 2021, respectively. The assets within the 457(b) are Level 1 investments.

**10. Commitments and Contingencies**

**Leases**

The Corporation leases office space and equipment under non-cancelable operating lease agreements expiring at various times through May 2034. Rent payments totaled \$9,127,370 and \$9,781,390 for the years ended September 30, 2022 and 2021, respectively. The provisions of the office leases include fixed annual rent increases of 2.25% per year, which are recognized ratably over the term of the lease. The difference between the cumulative annual cash payments required by the leases through September 30, 2022 and the related amount of straight-line rent expense yields the deferred rent liability carried on the Statement of Financial Position. The difference between the straight-line rent expense and the amount of the annual cash payments was \$350,590 and \$63,843 for the years ended September 30, 2022 and 2021, respectively.

Minimum rental commitments, determined on a cash basis, under these leases were as follows as of September 30:

2023	\$ 8,138,552
2024	8,317,432
2025	8,504,952
2026	8,693,333
2027	8,888,244
Thereafter	63,376,538
Total minimum payments required	<u>\$ 105,919,052</u>

Effective January 1, 2022, the Company entered the Eleventh Amendment to the Lease with the building owner to modify the Lease of the headquarters building. The Amendment extended the Lease term by 5 years to May 31, 2034 and eliminated the 8th floor from our leased premises.

**Costs Subject to Government Audit**

The Corporation's costs are subject to audit by various cognizant government agencies. The Corporation has final settlements for all costs incurred through fiscal year 2020. Management has established contingency reserves for potentially disallowed costs for any unsettled years. Management believes adjustments in excess of this reserve, if any, would not have a material effect on these financial statements.

**Legal Contingencies**

The Corporation is subject to litigation from time to time relating to matters that arise in the ordinary course of business. Management believes that any ultimate liability resulting from these contingencies will not have a material effect on the Corporation's financial position, change in net assets, or cash flows.

**The CNA Corporation**  
**Notes to Financial Statements**  
**For the Years Ended September 30, 2022 and 2021**

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**11. Asset Retirement Obligation**

On June 7, 2014, CNA relocated to the current headquarters. The Corporation is required to remove certain items from the facility upon termination of the lease. In accordance with FASB ASC 410-20, *Asset Retirement Obligations*, the fair value of the liability increased to \$750,324 and is included in Other Liabilities Long-term. An estimate was received in fiscal year 2021 which increased the asset retirement obligation by \$297,850 over the original term of the lease. The amended lease, effective January 1, 2022, reduced the floorspace and extended the life of the lease by 5 years which increased the liability by \$25,158. CNA capitalized the original estimate as part of the carrying amount of the leasehold improvement, which is depreciated on a straight-line basis over 15 years.

The following table reflects all changes to the asset retirement obligation liability:

	<u>2022</u>	<u>2021</u>
Beginning balance	\$ 713,994	\$ 408,319
Liabilities incurred		
Accretion expense	11,172	7,825
Revision in estimate	25,158	297,850
End of year	<u>\$ 750,324</u>	<u>\$ 713,994</u>

## Schedule of Expenditures of Federal Awards

# The CNA Corporation

## Schedule of Expenditures of Federal Awards

### For the Year Ended September 30, 2022

<u>Assistance Listing Number</u>	<u>Federal Grantor</u>	<u>Direct Expenditures</u>	<u>Passthrough Expenditures</u>	<u>Pass Through Grantor (Pass Through Award No.)</u>	<u>Federal Expenditures</u>	<u>Passed to Sub-recipients</u>
<b>RESEARCH AND DEVELOPMENT CLUSTER</b>						
<b>U. S. Department of Defense</b>						
12.N00014-16-D-5003	Navy FFRDC	\$ 70,080,018	\$ -		\$ 70,080,018	\$ -
12.N00014-22-D-7001	Navy FFRDC	22,853,678			22,853,678	
12.Classified	Federal Other	139,153			139,153	
12.Classified	Federal Other	368,622			368,622	
12.FA8240-17-C-4800	Kirland AFB	126,287			126,287	
<b>Total U.S. Department of Defense</b>		<b>\$ 93,567,758</b>	<b>\$ -</b>		<b>\$ 93,567,758</b>	<b>\$ -</b>
<b>U.S. Department of Justice</b>						
16.751.2018-DG-BX-K041	Bureau of Justice Assistance	\$ 1,307,331	\$ -		\$ 1,307,331	\$ -
16.15JCRT18P000002187	Bureau of Justice Assistance	2,013			2,013	
16.751.2018-DP-BX-K013	Bureau of Justice Assistance	622,802			622,802	25,756
16.738.2018-DP-BX-K015	Bureau of Justice Assistance	138,979			138,979	
16.560.2018-75-CX-0001	National Institute of Justice	32,495			32,495	
16.560.2018-75-CX-0019	National Institute of Justice	165,097			165,097	5,870
16.827.2019-ZB-BX-K001	Bureau of Justice Assistance	482,156			482,156	75,364
16.738.2019-DG-BX-K001	Bureau of Justice Assistance	2,038,515			2,038,515	29,609
16.738.2019-WY-BX-K001	Bureau of Justice Assistance	690,086			690,086	
16.835.2019-BC-BX-K001	Bureau of Justice Assistance	2,114,444			2,114,444	474,228
16.710.2019-CK-WX-K005	Community Oriented Policing Services	90,830			90,830	
16.710.2019-CK-WX-K006	Community Oriented Policing Services	128,334			128,334	
16.602.20PR07GLE4	COVID - Bureau of Justice Assistance	45,447			45,447	2,513
16.827.2019-ZB-BX-K005	Bureau of Justice Assistance		707	Council of State Government - 21-SA-161-2916	707	
16.602.2021-CS26GLH3	Bureau of Justice Assistance	27,547			27,547	2,500
16.738.15PBJA-21-GK-02817-MUMU	Bureau of Justice Assistance	309,093			309,093	115,771
16.560.2018-75-CX-K005	Bureau of Justice Assistance		25,980	TheUrbanInstitute-101749-0001-CNA-01	25,980	
16.E0000018490	Bureau of Justice Assistance		3,918	CityofMilwaukee-E0000018490	3,918	
16.710.15JCOPS-21-GK-02399-SPPS	Bureau of Justice Assistance	159,877			159,877	
16.738.15PBJA-21-GK-04010-JAGP	Bureau of Justice Assistance	108,727			108,727	
16.560.15PNIJ-21-GG-03267-RESS	Bureau of Justice Assistance	27,825			27,825	
16.738.15PBJA-21-GK-04009-MUMU	Bureau of Justice Assistance		85,303	NationalDistrictAttome-9454	85,303	
16.560.15PNIJ-21-GG-02723-DOMR	Bureau of Justice Assistance	56,454			56,454	
16.560.15PNIJ-21-GG-02707-RESS	Bureau of Justice Assistance	32,495			32,495	
16.812.2019-UP-BX-K001	Bureau of Justice Assistance		43,885	TheUrbanInstitute-102012-0001	43,885	
16.835.2020-BX-BX-K001	Bureau of Justice Assistance		14,483	Justice&Security-BWC SRT JSS	14,483	
16.602.22PR10GLL7	Bureau of Justice Assistance	504			504	
<b>Total U.S. Department of Justice</b>		<b>\$ 8,581,051</b>	<b>\$ 174,276</b>		<b>\$ 8,755,327</b>	<b>\$ 731,610</b>
<b>U.S. Department of Homeland Security</b>						
97.HSFE20-16-A-0202/HSFE20-J-0221.	Federal Emergency Management Agency	\$ 65,102	\$ 51,958	Innovative Emergency Mgmt. - 20241-006	\$ 117,060	\$ -
97.GS02F010GA/70FB8018A00000002	Federal Emergency Management Agency					
97.70FA3018A0000006/GS-35F-0580CX/70FA3018A0000006/70FA3019F00000359	Federal Emergency Management Agency		1,237,552	Karsun Solutions - SA-2019-0028/SA-2019-0029	1,237,552	
97.GS35F275CA	Federal Emergency Management Agency	47,278	27,027	Blueprint Consulting - 70FA3020F00000574-GPD	74,305	
97.70FA2020C00000018	Federal Emergency Management Agency	64,958			64,958	
97.EMW-2021-CA-00070-S01	Federal Emergency Management Agency					
97.70FA5021F00000154	Federal Emergency Management Agency		141,443	ADG-REJ-TechnologyVentur-FEMADEX-101821-02	141,443	
97.70FA202100000071	Federal Emergency Management Agency		77,204	EvolutionManagementtho-C93132-CNA	77,204	
97.47QREB21D0006/70FA202100000077	Federal Emergency Management Agency		16,448	EvolutionManagementtho-C93133-CNA	16,448	
97.70FA3021F00000475	Federal Emergency Management Agency		806,206	EvolutionManagementtho-FEMADEX-101521-01	806,206	
97.SS079-CNACorporation-Subk-Dec2021	Federal Emergency Management Agency	1,607,393	27,815	BondafideSupportService-N00244-16-D-0011	1,635,208	
97.COG-21-062B (CW92333)	Federal Emergency Management Agency					
<b>Total U.S. Department of Homeland Security</b>		<b>\$ 1,784,731</b>	<b>\$ 2,385,653</b>		<b>\$ 4,170,384</b>	<b>\$ -</b>

# The CNA Corporation

## Schedule of Expenditures of Federal Awards

### For the Year Ended September 30, 2022

CFDA Number (Or other identifying number)	Federal Grantor	Direct Expenditures	Passthrough Expenditures	Pass Through Grantor (Pass Through Award No.)	Federal Expenditures	Passed to Sub-recipients
<b>U.S. Department of Transportation</b>						
20.DTFAWA-15-D-00029	Federal Aviation Administration	\$ -	\$ 1,549,932	A3 Technologies - 329-003	\$ 1,549,932	\$ -
20.DTFAWA-10A-00208-0006	Federal Aviation Administration	-	904,924	GRA, Incorporated - Task13	904,924	-
20.DTFAWA11A-00217	Federal Aviation Administration	-	142,038	iCatalyst, Inc - ICI, CNA-2020 09 28	142,038	-
20.DTFAWA-15-D-00030/693KA8-21-F-00069	Federal Aviation Administration	-	28,267	LS Technologies - S-202119-CNA-00030	28,267	-
20.693KA-21-D-00004/693KA9-21-F-00255	Federal Aviation Administration	-	1,399,481	Oasis Systems, LLC - PSS-CNA-019	1,399,481	-
20.2022-034	National Railroad Passenger Corporation	325	-	-	325	-
<b>Total U.S. Department of Transportation</b>		<b>\$ 325</b>	<b>\$ 4,024,642</b>		<b>\$ 4,024,967</b>	<b>\$ -</b>
<b>U.S. Department of Energy</b>						
81.DE-AC02-06CH11357	Department of Energy	\$ -	\$ 28,362	Argonne National Laboratory 1F-60444	\$ 28,362	\$ -
81.DE-AC02-06CH11357	Department of Energy	-	608,650	Argonne National Laboratory 2F-60035	608,650	-
<b>Total U.S. Department of Energy</b>		<b>\$ -</b>	<b>\$ 637,012</b>		<b>\$ 637,012</b>	<b>\$ -</b>
<b>U.S. Department of State</b>						
19.026-SPMWR20CA0073	US Department of State	\$ 278,889	\$ -		\$ 278,889	\$ 22,000
19.D17PC00494	US Department of State	12,626	-		12,626	-
19.040-SGECPD19CA0026	US Department of State	-	172,050	IWPR US -133-21-33-BS	172,050	-
19.026.SPMWRA21CA3038	US Department of State	165,942	-		165,942	-
19.026.S-PMWRA-21-CA-3053	US Department of State	177,047	-		177,047	65,649
19.19ACMM21P1807	US Department of State	220,967	-		220,967	-
19.PO20-02188	US Department of State	-	29,963	CRDF GLOBAL - TO1	29,963	-
<b>Total U.S. Department of State</b>		<b>\$ 855,471</b>	<b>\$ 202,013</b>		<b>\$ 1,057,484</b>	<b>\$ 87,649</b>
<b>U.S. Department of Health and Human Services</b>						
93.HHS01002016000211	Department of Health & Human Services	\$ -	\$ 14,215	Aveshka, Inc. -HHS01002016000211	\$ 14,215	\$ -
93.HHSP233201500045I HHSP23337001T	Program Support Center (PSC)	239,127	-		239,127	-
93.75A50119D00033/TO 75A50119F33001	Department Health and Human Services	55,568	-		55,568	-
93.75FCMC18D0047	Department Health and Human Services	-	102,417	MITRE - 128275	102,417	-
<b>Total U.S. Department of Health and Human Services</b>		<b>\$ 294,695</b>	<b>\$ 116,632</b>		<b>\$ 411,327</b>	<b>\$ -</b>
<b>U.S. Agency for International Development</b>						
98.7000525064/7100525064	MIT LINCOLN Laboratory	\$ 152,008	\$ -		\$ 152,008	\$ -
98.7000558044	MIT LINCOLN Laboratory	6,108	-		6,108	-
<b>Total U.S. Agency for International Development</b>		<b>\$ 158,116</b>	<b>\$ -</b>		<b>\$ 158,116</b>	<b>\$ -</b>
<b>National Council on Disability</b>						
92.21-01	National Council on Disabilities	\$ 208,941	\$ -		\$ 208,941	\$ -
<b>Total National Council on Disability</b>		<b>\$ 208,941</b>	<b>\$ -</b>		<b>\$ 208,941</b>	<b>\$ -</b>
<b>Total Research and Development Cluster</b>		<b>\$ 105,451,088</b>	<b>\$ 7,540,228</b>		<b>\$ 112,991,316</b>	<b>\$ 819,259</b>
<b>Total Expenditure of Federal Awards</b>		<b>\$ 105,451,088</b>	<b>\$ 7,540,228</b>		<b>\$ 112,991,316</b>	<b>\$ 819,259</b>

## **The CNA Corporation**

### **Notes to Schedule of Expenditures of Federal Awards**

### **For the Year Ended September 30, 2022**

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#### **1. Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") summarizes the federal expenditures of the CNA Corporation (the "Corporation") to perform research and development activities for the Federal Government for the year ended September 30, 2022. The amounts reported as federal expenditures were obtained from the Corporation's general ledger. The information in the 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 for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in the preparation of the financial statements. For purposes of the Schedule, federal awards include all contracts, grants, and similar agreements entered into directly between the Corporation and agencies and departments of the Federal Government and all sub-awards to the Corporation by non-federal organizations pursuant to federal contracts, grants and similar agreements. Negative numbers in the Schedule represent adjustments to amounts reported in prior years in the normal course of business. Where full Assistance Listing Numbers are not available, other identifying grants and contract numbers are presented.

#### **2. Summary of Significant Account Policies**

For purposes of the Schedule, expenditures for federal award programs are recognized on the accrual basis of accounting. The CNA Corporation utilizes billing rates negotiated with the Office of Naval Research (ONR) and did not elect to use the 10% de minimis rate as covered in §200.414 Indirect (F&A) costs.

**Part II**

**Reports on Compliance and  
Internal Control**



**Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Trustees of the CNA Corporation

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, the financial statements of the CNA Corporation (the "Corporation"), which comprise the statement of financial position as of September 30, 2022, and the related statements of activities and of cash flows for the year then ended, including the related notes (collectively referred to as the "financial statements"), and have issued our report thereon dated December 23, 2022.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Corporation'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 Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control.

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

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

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Corporation's 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 Corporation'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 Corporation's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*PricewaterhouseCoopers LLP*

Washington, DC  
December 23, 2022



**Report of Independent Auditors on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance**

To the Board of Trustees of the CNA Corporation

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the CNA Corporation's (the "Corporation") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Corporation's major federal programs for the year ended September 30, 2022. The Corporation'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 Corporation complied, in all material respects, with the 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, 2022.

***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; 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 Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with 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 Corporation's compliance with the compliance requirements referred to above.

***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 Corporation's federal programs.

***Auditors' 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 Corporation'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 Corporation'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 Corporation'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 the Corporation's 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 Corporation's internal control over compliance. Accordingly, no such opinion is expressed.

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

### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or 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 Auditors' 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 in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not 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.

*PricewaterhouseCoopers LLP*

Washington, DC  
December 23, 2022

**Part III**  
**Findings**

**The CNA Corporation**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended September 30, 2022**

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**Section I – Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued:	Unmodified Opinion
<b>Internal control over financial reporting:</b>	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None reported
Noncompliance which is material to the consolidated financial statements noted?	No

**Federal Awards**

<b>Internal Control over major programs:</b>	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified Opinion
Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516 (a)?	No

**Identification of major programs:**

<u>Major Program(s)</u>	<u>Assistance Listing Number(s)</u>
Research and Development Cluster	Various

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

Auditee qualified as low-risk auditee? Yes

**The CNA Corporation**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended September 30, 2022**

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**Section II – Financial Statement Findings**

There are no matters to report.

**Section III – Federal Award Findings and Questioned Costs**

There are no matters to report.

**The CNA Corporation**  
**Summary Schedule of Prior Audit Findings**  
**For the Year Ended September 30, 2022**

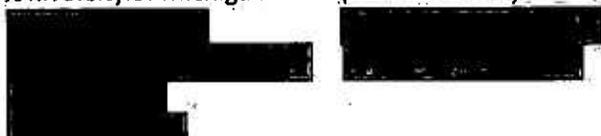
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**Section III – Federal Award Findings and Question Costs**

There are no findings from prior years which require an update in this report.



**REVISED BOARD OF TRUSTEES (Revised: October 2022)**

<p><b>Lieutenant General Robert R. (Rusty) Blackman, Jr., USMC (Ret.)</b> </p>	<p><b>Ms. Mary Lou Leary</b> Public Policy Consultant </p>
<p><b>Vice Admiral William R. Burke, USN (Ret.)</b> Chief Maritime Officer </p>	<p><b>Dr. Katherine A.W. McGrady</b> President and CEO CNA 3003 Washington Boulevard Arlington, VA 22201 703-824-2905 Email: <a href="mailto:mcgradyk@cna.org">mcgradyk@cna.org</a></p>
<p><b>Admiral Craig S. Faller, USN (Ret.)</b> </p>	<p><b>Vice Admiral Peter Neffenger, USCG (Ret.)</b> Neffenger Consulting, LLC </p>
<p><b>Odest Chadwicke Jenkins, Ph.D.</b> Professor, Computer Science and Engineering Computer Science and Engineering Division Electrical Engineering and Computer Science Department University of Michigan (Home address) </p>	<p><b>AMB Wanda Nesbitt</b> </p>
<p><b>Vice Admiral David Johnson, USN (Ret.)</b> Vice President, Strategy Integrated Mission Systems Segment L3Harris Technologies </p>	<p><b>Ms. Linda Petrone</b> </p>

<p><b>Honorable Sarah Sewall</b> Executive Vice President for Policy In-Q-Tel [Redacted]</p>	<p><b>Mr. Matthew Travis</b> Chief Executive Officer Cybersecurity Maturity Model Certification Accreditation Body (CMMC-AB) [Redacted]</p>
<p><b>Mr. Roderick K. von Lipsey - CHAIR</b> Managing Director UBS Financial Services, Inc., [Redacted]</p>	<p><b>Lieutenant General Nadja Y. West, USA (Ret.)</b> [Redacted]</p>
<p><b>Officers:</b>  Katherine McGrady (President and CEO)  Christine Peterson (Chief Financial Officer)  Mark Rosen (Secretary to the Board)</p>	<p>703-824-2905 <a href="mailto:mcgradyk@cna.org">mcgradyk@cna.org</a>  703-824-2022 <a href="mailto:peterson@cna.org">peterson@cna.org</a>  703-824-2720 <a href="mailto:rosenm@cna.org">rosenm@cna.org</a></p>

**M. Carrie Shelton, PhD  
Lead Research Analyst**

**Summary of Qualifications**

Dr. Shelton has been with CNA since 2009 and is a Research Scientist for the Safety and Security Division. She also serves as the Chief Scientist in the Center for Critical Incident Analysis. With 16 years of experience in scientific research and analysis, her areas of expertise include real-world incident analysis; exercise design, conduct, and evaluation; operational research and analysis; program, policy, and process analysis and improvement; systems analysis and engineering; project management; and data and statistical analysis. Dr. Shelton has supported real-world incident after-action analyses, including the State of Colorado's After-Action Report on its response to the COVID-19 pandemic; the U.S. response to the 2014–2016 outbreak of Ebola Virus Disease; Virginia's response to the 2021 Colonial Pipeline incident, January 2021 Civil Unrest (including the January 6th Capital Insurrection), 2021 Winter Ice Storms, 2018 Hurricane Season, and Hurricane Dorian; Virginia's sheltering operations for Hurricane Florence; the Pinellas County (FL) response to Hurricane Irma; the District of Columbia's support to the 2017 Presidential Inauguration; and the 2013 Washington Navy Yard mass shooting.

Dr. Shelton has also led and supported the development, conduct, and evaluation of over 35 public health and health care emergency preparedness, emergency management, and homeland security exercises, including seminars, tabletops, functional, and full-scale exercises. For these efforts, she has helped design the exercise and develop the exercise planning documents (in HSEEP format). Following the exercise, she reconstructs events, conducts root-cause analyses, documents lessons learned and best practices in after-action reports, and provides recommendations for improvement. She has analyzed large, complex national preparedness data sets; developed surveys and data collection tools; developed data analysis and visualization tools; and developed numerous analytical reports.

**Education**

PhD, Biomedical Sciences, Weill Medical College of Cornell University, 2009  
BS, Biology, Massachusetts Institute of Technology, 2003

**Relevant Work Experience**

**Project:** Colorado Whole-of-Government COVID-19 AAR/IP

**Client:** Colorado Department of Public Safety, Division of Homeland Security and Emergency Management

- Leading an after-action analysis of Colorado's state-level response to COVID-19.
- Conducting a series of interviews and focus groups including Colorado state agencies, response partners, and select local public health authorities and local emergency managers.
- Developing an internal after-action report and improvement plan (AAR/IP) along with a public-facing executive summary.

**Project:** Support to ASPR Exercise, Evaluation, and After-Action Division

**Client:** HHS ASPR

- Supporting the evaluation of the HHS Coordination Operations and Response Element (H-CORE) and interagency partner's mission to provide at-home COVID-19 test kits to the American public.
  - Examining the first 500 million test kits provided to capture the processes used to source, transit, track, validate the authenticity of, and deliver the test kits; validate and ensure accountability of the test kits provided by vendors from point of government acceptance to delivery to the United States Postal Service; and capture lessons learned and best practices for continued operations and future missions.
- Supported the design and evaluation of the Crimson Contagion 2019 Functional Exercise, a pandemic influenza exercise, serving as the state lead for Illinois and the Illinois Department of Public Health. For Illinois, she developed their master scenario event list, exercise evaluation guides, helped control and evaluate Illinois' play in the exercise, and provided input to the state and federal-level after-action reports.
- Supported the evaluation of the Region V Crimson Contagion 2019 Tabletop and the Crimson Contagion Federal Interagency Seminar.
- Supported an after-action review of HHS' response to the 2014-2015 Ebola Virus Disease outbreak and was responsible for investigating the development and use of medical countermeasures for Ebola in the United States and in Africa.
  - The final products were an internal, HHS-wide lessons-learned review report; a publicly releasable HHS-wide lessons-learned document; and an executive-level summary of the lessons-learned findings for the secretary of HHS to provide to the White House.
- Supported the evaluation of the 2018 Tranquil Terminus Ebola/highly infectious disease (HID) full-scale patient movement exercise. Served as an evaluator accompanying the HID patient from the originating facility at a local hospital in Idaho to the Regional Ebola Treatment Center in California. Evaluated multiple aspects of the response including initial identification of the patient as a person under investigation (PUI), isolation and containment, medical care, sampling and laboratory coordination procedures, coordination between local and federal entities, patient transportation via ambulance and aircraft, use of PPE (including donning and doffing), containment procedures during transport and use of biocontainment equipment, and decontamination procedures.
- Evaluated the annual HHS aeromedical evacuation and patient movement exercise Noble Lifesaver 2012, developed the evaluation planning documents, and was the lead author for the *Noble Lifesaver 2012 Quick-Look After-Action Report*.
- Worked with HHS and CNA's SharePoint development team to modify the HHS Corrective Action Program (CAP) system.

**Project:** Support to HHS National Disaster Medical System (NDMS) training program

**Client:** HHS ASPR NDMS

- Helping develop course revisions—including classroom, hands-on, and exercise-based training—for the following teams and positions: Disaster Medical Assistance Team (DMAT), National Veterinary Response Team (NVRT), Disaster Mortuary Operational Response Team (DMORT), Victim Information Center (VIC), Trauma and Critical Care Team (TCCT), Logistics Specialist, Safety Specialist, and Regional Equipment Familiarization (REF).

- Conducted stakeholder interviews with NDMS team members and conducted a document review to identify the tasks performed by each of these teams and the topics to include in the trainings.

**Project:** Support to ASPR Continuity of Operations (COOP) Program

**Client:** HHS ASPR

- Served as an exercise evaluator for multiple HHS continuity and devolution exercises including full-scale and functional exercises and workshops.
- Developed exercise planning documents and after-action reports.
- Used lessons learned from continuity exercises to assist in developing the *HHS Continuity of Operations Framework*.

**Project:** Virginia Department of Emergency Management (VDEM) 2018 Hurricane Season and Hurricane Dorian (2019) Response After-Action Analysis

**Client:** VDEM

- Conducted an after-action analysis of VDEM's response operations for the 2018 Hurricane Season and Hurricane Dorian.
- Conducted a series of interviews and hotwashes, and reviewed response documents and plans.
- Captured response activities for the hurricanes and determined recommendations for improvement for future VDEM response operations and documented these in two after-action reports for VDEM.

**Project:** Virginia's Hurricane Florence Sheltering Operations After-Action Analysis

**Client:** Virginia Department of Social Services

- Conducted an after-action analysis of Virginia's state-level sheltering operations for Hurricane Florence.
- Conducted a series of interviews and hotwashes, and reconstructed the sheltering events, to determine recommendations for improvement for future state-level sheltering operations.

**Project:** Pinellas County Hurricane Irma After-Action Analysis

**Client:** Pinellas County Emergency Management

- Supported Pinellas County, Florida, Emergency Management with the after-action analysis of its response to Hurricane Irma.
- Analyzed after-action input and facilitated 6 of a series of 12 working group meetings with Pinellas County entities that participated in the response to identify strengths and areas of improvement.
- Helped develop a public-facing after-action report.

**Project:** Support to FEMA National Exercise Division

**Client:** FEMA National Exercise Division

- Served as an evaluator for numerous homeland security and emergency management exercises including seminars, tabletops, functional exercises, and full-scale exercises across all levels of government.
- Responsible for designing and executing evaluation plans for the exercises, developing exercise planning documents, training evaluators, serving as a field evaluator, documenting lessons learned, and developing recommendations for improvement.

- Developed FEMA National Exercise Division Rolling Summary Reports that analyze the after-action reports from the numerous National Exercise Program exercises each quarter.
- Assisted with the evaluation of approximately 400 after-action reports from exercises or real-world events conducted across the nation to identify common strengths and areas for improvement related to NIMS and ICS implementation.
- Helped revise the IS-130 course on exercise evaluation and improvement planning.

**Project:** Support to the D.C. Homeland Security and Emergency Management Agency

**Client:** D.C. Homeland Security and Emergency Management Agency

- Assisted with the after-action analysis of the District of Columbia's support to the 2017 Presidential Inauguration by helping create the event reconstruction, identify response activities conducted by the District of Columbia, and write the after-action report.
- Assisted with the after-action analysis of the September 16<sup>th</sup> shooting at the Washington Navy Yard by analyzing intelligence and information sharing amongst response partners, assisting with the event reconstruction, and writing the after-action report.
- Served as a planner and evaluator for the District of Columbia June 2013 ICS Functional Exercise and assisted with the development of the controller and evaluator handbook, the event reconstruction, and the after-action report.

**Project:** National Public Safety Partnership (PSP) Evaluation

**Client:** Department of Justice, Bureau of Justice Assistance (BJA)

- Assists BJA in evaluating the effectiveness of the PSP—an initiative that helps some of the most violent and vulnerable cities in the United States leverage existing DOJ resources and training and technical assistance to combat violent crime.
- Developed a new evaluation approach that examines the utility of the individual resources and services provided to the PSP sites; the impact of the support provided through the PSP on the cities' criminal justice personnel, organizations, and processes; and the overall impact of the PSP on combatting violent crime.
- Responsible for producing biannual progress reports using multiple sources of data including training and technical assistance feedback surveys, stakeholder interviews, reports from service providers and analysts working with the PSP cities, crime statistics, and site-defined program metrics.

### **Relevant Skills, Training, and Certifications**

- NIMS and ICS training (ICS 100, 200, 700, 800)
- Continuity of Operations (COOP) training
- HSEEP training
- Operations research and analysis
- Survey design, conduct, and analysis
- Data analysis and visualization

**Joel Silverman, PhD**  
**Project Manager**

## **Summary of Qualifications**

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Joel Silverman is a program manager with CNA and brings expertise in operations research and the application of systems engineering approaches to analyze emergency operations. He has over 15 years of experience managing complex, multi-jurisdictional, and multi-agency projects on emergency preparedness. Dr. Silverman has provided research and analysis to develop capabilities assessments, gap analyses, and follow-on plans and strategic documents for the San Francisco Bay Urban Area; the Los Angeles Metropolitan Transportation Authority; the Hampton Roads, Virginia, Urban Area; the Houston, Texas, Urban Area; Richmond, Virginia; and Nassau County, New York, as well as for the State of Virginia, HHS, DHS, and Amtrak. Throughout these projects, Dr. Silverman has worked with a wide range of stakeholders, including those from emergency management, public safety emergency medical services, public health, law enforcement, corrections, water and wastewater, and specialized teams such as hazardous materials and bomb squads, as well as private sector representatives.

Dr. Silverman has also designed, facilitated, and/or evaluated over 75 emergency preparedness exercises, and he has led the analyses of numerous real-world events, including the response of the Virginia Department of Emergency Management (VDEM), Virginia department of Health (VDH), and the State of Colorado to the COVID-19 pandemic. Notably, over the last six years, he has led 16 strategic after action reviews of incidents requiring activation of the Virginia Emergency Support Team (VEST) for Virginia state agencies, including natural disasters, hazardous materials spills; and civil unrest. For all of these strategic reviews, Dr. Silverman documented successes and challenges and provided actionable recommendations in After Action Reports; and then facilitated After Action Reviews with leadership from VDEM, supporting state agencies, and the Governor's Office. He recently completed an after-action review of the state's response to the winter storm on January 3, 2022, which left motorists stranded on I-95 overnight, and he recently completed several reviews for state agencies regarding response operations to the January 6, 2021, insurrection at the U.S. Capitol. Dr. Silverman is also certified Project Management Professional (PMP).

## **Education**

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PhD, Inorganic Chemistry, The University of Texas in Austin, 1999  
BA, Chemistry, Washington University in St. Louis, 1995

## **Relevant Work Experience**

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**Project:** Strategic Support Services for Virginia state agencies

**Client:** Virginia Department of Emergency Management

- Led 16 strategic after-action reviews of incidents requiring activation of the Virginia Emergency Support Team (VEST), including infectious disease outbreaks (e.g., COVID-19 pandemic), natural disasters (e.g., hurricanes, winter weather), hazardous materials (e.g., Colonial Pipeline), and civil unrest (e.g., 2017 Charlottesville, 2021 U.S. Capitol).
- Supported two COVID-19 In-progress Reviews for Virginia Department of Health to identify best practices and areas for improvement in VDH's response to COVID-19.

- Develops and implements after-action strategies, facilitates stakeholder engagement, conducts root-cause analysis, documents successes and challenges and provides recommendations for VDEM in after-action reports/improvement plans (AAR/IP).
- Develops and facilitates after-action meetings (AAMs) and briefings with state agency leadership and the Governor's Office.

**Project:** COVID-19 After-Action Review

**Client:** State of Colorado

- Served as the emergency management lead and subject matter expert for a statewide after-action review on Colorado's response to COVID-19.
- Supported project manager in the development and execution of the project plan and coordination of the project team.
- Reviewed response-related documentation and led stakeholder interviews to collect information on key strengths and areas for improvement.
- Analyzed data and developed findings and recommendations.

**Project:** Response Operations to the January 6, 2021, events at the U.S. Capitol

**Client:** Metropolitan Washington Council of Governments (COG) Police Chiefs Committee

- Led the development of an AAR/IP on the regional law enforcement mutual aid response to the events of January 6, 2021, at the U.S. Capitol.
- Identified and presented recommendations on how to improve regional technical operations, deployments, and mutual aid requests for future planning and coordination.

**Project:** Emergency Support Function #14 – Cross-Sector Business and Infrastructure (ESF #14) Training Program

**Client:** DHS Cybersecurity and Infrastructure Security Agency (CISA)

- Led the effort to identify gaps in existing training, using the ESF #14 core competencies as a guide, to develop a formal ESF #14 training program
- Supported development of four online courses and led development of instructor-led capstone course

**Project:** Fuel, Food, and Water Analysis and Exercise

**Client:** National Institute for Hometown Security and DHS National Risk Management Center

- Supported development and validation of an analytic framework capable of identifying bottlenecks in lifeline commodity supply chain networks, and determining effective options to address flow disruptions during disasters.
- Led the design and execution of a public-private tabletop exercise that brought together emergency management, transportation, and grocery risk management professionals from across the Puget Sound region to review and validate the analytic framework and discuss mitigation actions to maintain the flow of groceries following a catastrophic earthquake scenario.

**Project:** National Counter-Improvised Explosive Device (C-IED) Framework

**Client:** DHS Office for Bombing Prevention (OBP)

- Supported OBP's efforts to develop a national counter-IED framework to drive future assessment of capabilities and frame requirements for future IED preparedness programs.
- Supported development a business case for a national counter-IED framework, describing why it is needed; benefits to stakeholders, and how it will support future assessments.

- Task lead to develop counter-IED capability lists specific to the commercial facility sub-sectors and conduct subsector-specific workshops to refine and validate counter-IED capabilities and related processes, which culminated in capability guides for security managers to use to strengthen their C-IED capabilities.

**Project:** DHS Office of Infrastructure Prevention Strategy for Assessments

**Client:** DHS Office of Infrastructure Prevention (IP)

- Led the baseline assessment task in support of developing a three-year strategic plan that will guide vulnerability assessments and analytic assessments with a focus on critical lifeline infrastructure dependencies and interdependencies.

**Project:** Catastrophic Chemical Incident Response

**Client:** DHS Office of Health Affairs

- Led all aspects of the catastrophic chemical preparedness project in Nassau County, New York, which supported community-based efforts to plan for and respond to a large-scale chemical incident.
- Collected and analyzed data from a multi-disciplinary and multi-jurisdictional group of subject matter experts to understand the operations and detailed decision-making in responding to a catastrophic chemical incident.
- Conducted a series of workshops, developed a concept of operations (CONOPS) for response, and executed a large functional exercise to validate the drafts of that document.
- Supported efforts to compile lessons learned and best practices from the process to add the national-level knowledge base of how communities respond to chemical incidents.

**Project:** Exercise Evaluation Support

**Client:** FEMA National Exercise Division (NED)

- Provided evaluation support to several state and federal agencies under the auspices of the FEMA National Exercise Division. Scenarios include a hazardous materials rail incident, severe winter weather, hurricanes and flooding, climate resilience and adaptation and an improvised nuclear device.
- Developed exercise evaluation guides and evaluation plans, trained evaluators, collected data and managed evaluation activities during exercises, analyzed data, wrote after action reports, and facilitated after action meetings.

**Project:** Greater Los Angeles Regional Transit Security Strategy Update

**Client:** Los Angeles Regional Transit Security Working Group

- Led CNA's involvement in this project to conduct a risk assessment, analyze capability gaps for the transit agencies across the region, and update the Greater Los Angeles Regional Transit Security Strategy.
- Incorporated findings from the gap analysis to support the update to the Regional Transit Security Strategy.

**Project:** Hampton Roads strategic planning projects

**Client:** Hampton Roads Planning District Commission

- Led several capability assessments for the Hampton Roads UASI region, including a gap analysis of the region's emergency preparedness and health and medical capabilities, and updated the Hampton Roads Homeland Security Strategy.

- Supported an assessment of the public water and waste water systems in the Hampton Roads region, which resulted in a plan to improve water and waste water system emergency response and management preparedness, coordination, and capability.
- Led a functional assessment and resource gap analysis of the local and regional jails within the Hampton Roads region to understand fully the requirements necessary to shelter-in-place and/or conduct a large-scale evacuation of correctional facilities.
- Analyzed the effectiveness of the HRUASI grant program.

### **Relevant Skills, Training, and Certifications**

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- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA Independent Study ICS Courses
- Project Management Professional (PMP)

The CNA Corporation  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Dr. Joel Silverman	Project Manager	\$88,502.73
Dr. M. Carrie Shelton	Lead Research Analyst	\$82,773.78