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

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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www.dhhs.nh.gov

October 29, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with the National Coalition of STD Directors (NCSD) (VC #170534), Washington, District of Columbia, to continue conducting a Partner Services Community Assessment, by exercising a contract renewal option by extending the completion date from December 31, 2024 to December 31, 2025, effective January 1, 2025, upon Governor and Council approval with no change to the price limitation of \$110,000. 100% Federal Funds

The original contract was approved by Governor and Council on January 10, 2024, item #16.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP-STD PREVENTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	90025050	\$68,750	(\$60,000)	\$8,750
2025	102-500731	Contracts for Prog Svc	90025050	\$41,250	\$30,000	\$71,250
2026	102-500731	Contracts for Prog Svc	90025050	\$0	\$30,000	\$30,000
			Total	\$110,000	\$0	\$110,000

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only membership organization for health department directors focused on STD prevention activities, and there are no known alternatives with the necessary knowledge and ability to provide the services.

The purpose of this request is for the Contractor to continue collaborating with the Department, at no additional cost, on community assessment activities and support on how to effectively serve persons with HIV or other STDs, and proximate individuals with identified risk factors. The Contractor's multi-site project provides the Department the opportunity to collaborate with the National Network to Enhance Capacity of State and Local STD prevention program (NNECS) and ensure federal grant compliance.

The Department will continue to monitor services by:

- Ensuring the statewide community assessment project is conducted in conjunction with the Department's Infectious Disease Prevention, Investigation and Care services section;
- Monitoring feedback on assessment strategy and project implementation; and
- Monitoring data analysis and report of findings.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the two (2) years available.

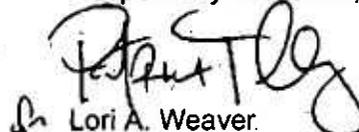
Should the Governor and Council not authorize this request, the Department will not have capacity to complete community assessments potentially increasing disease burden in New Hampshire communities.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.977, FAIN NH25PS005159

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

Respectfully submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the Partner Services Community Assessment contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and National Coalition of STD Directors ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 10, 2024 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2025
2. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget (SFY 2024) through Exhibit C-3, Budget (SFY 2026) – Amendment #1.
3. Modify Exhibit C-2, Budget (SFY 2025), by replacing it in its entirety with Exhibit C-2, Budget (SFY 2025) – Amendment #1, which is attached hereto and incorporated by reference herein.
4. Add Exhibit C-3, Budget (SFY 2026) – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

10/28/2024

Date

DocuSigned by:

Iain Watt

D778B863F9704C7...

Name: Iain Watt

Title: Director - DPHS

National Coalition of STD Directors

10/28/2024

Date

DocuSigned by:

Dan Melman

6411C27EE048473...

Name: Dan Melman

Title: Chief Operating and Financial Officer

Exhibit C-2, Budget (SFY 2025) - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	National Coalition of STD Directors
Budget Request for:	Partner Services Community Assessment
Budget Period	7/1/24 - 6/30/25 (SFY 2025)
Indirect Cost Rate (if applicable)	25.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$12,000
2. Fringe Benefits	\$2,700
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
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)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$52,875
Total Direct Costs	\$67,575
Total Indirect Costs	\$3,675
TOTAL	\$71,250

Contractor Initial: DS
DM

Date: 10/28/2024

Exhibit C-3, Budget (FY 2026) - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	National Coalition of STD Directors
Budget Request for:	Partner Services Community Assessment
Budget Period	7/1/25 - 12/31/25 (FY 2026)
Indirect Cost Rate (if applicable)	25.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$5,000
2. Fringe Benefits	\$1,125
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
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)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$22,344
Total Direct Costs	\$28,469
Total Indirect Costs	\$1,531
TOTAL	\$30,000

Contractor Initial: 

Date: 10/28/2024

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 NATIONAL COALITION OF STD DIRECTORS is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on December 15, 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: 949387

Certificate Number: 0006360224



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of December A.D. 2023.

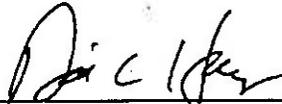
A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, David Harvey of the National Coalition of STD Directors do hereby certify that:

1. I am the Executive Director of National Coalition of STD Directors.
2. That the Chief Operating and Financial Officer is hereby authorized on behalf of this company to enter into said contracts with the State, 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, and Dan Melman is the duly elected Chief Operating and Financial Officer of this company.
3. I further certify that it is understood that the State of New Hampshire will 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 shall remain valid for thirty (30) days from the date of this certificate.



Name: David C. Harvey
Title: Executive Director
Company: National Coalition of STD Directors

10/21/24

Date



NATICOA-01

TVALUNAS

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
9/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Travelers Indemnity Company of Connecticut A++ (Superior)			25682
INSURER B: Travelers Property Casualty Company of America, A++, XV			25674
INSURER C: Twin City Fire Insurance Company A+ (XV)			29459
INSURER D:			
INSURER E:			
INSURER F:			

INSURED

 National Coalition of STD Directors
 1717 K Street, NW, Ste 200
 Washington, DC 20006

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-0X662382-24-42	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-0X662382-24-42	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-0X662413-24-42	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-0X662394-2R-42-G	9/30/2024	9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber Liability			42MB0689038-24	9/30/2024	9/30/2025	Per Claim/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate is issued as evidence of insurance. Certificate Holder includes the State of New Hampshire Department of Health and Human Services.

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**National Coalition of STD Directors
Mission Statement**

The mission of the National Coalition of STD Directors is to advance equitable, effective STI prevention programs and services in all communities across the country. We do this as the voice of our membership.

NATIONAL COALITION OF STD DIRECTORS

**Financial Statements Together with
Reports of Independent Public Accountants**

For the Years Ended September 30, 2023 and 2022

NATIONAL COALITION OF STD DIRECTORS

**Financial Statements Together with
Reports of Independent Public Accountants**

SEPTEMBER 30, 2023 AND 2022

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Accountants &
Business Advisors

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

Board of Directors
National Coalition of STD Directors

Report on the Audit of the Financial Statements

Opinion

We have audited the statements of financial position of National Coalition of STD Directors (NCSD) as of September 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of NCSD as of September 30, 2023, and 2022, 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 audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of NCSD and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. 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 controls 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 NCSD's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.



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Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 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 controls 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 NCSD'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 NCSD's ability to continue as a going concern for one year after the financial statements are available for issuance.

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 controls related matters that we identified during the audit.

Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the basic financial statements as a whole. The accompanying schedule of expenditures of Federal awards is presented for purposes of additional analysis as required by the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the basic 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 basic financial statements. The information has been



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subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2024, on our consideration of the NCSD's internal controls over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal controls 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 NCSD's internal controls over financial reporting and compliance.

Washington, D.C.
June 28, 2024

SBC + Company, LLC

NATIONAL COALITION OF STD DIRECTORS

**Statements of Financial Position
As of September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
ASSETS		
Cash and cash equivalents	\$ 635,479	\$ 433,017
Investments	365,059	344,893
Accounts receivable, net	326,069	883,032
Prepaid expenses and other assets	39,230	31,054
Property and equipment, net	-	6,429
Total Assets	\$ 1,365,837	\$ 1,698,425
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 788,104	\$ 609,601
Deferred revenue	201,814	185,920
Deferred rent	-	110,080
Total Liabilities	989,918	905,601
Net Assets		
Without donor restrictions	37,949	675,499
With donor restrictions	337,970	117,325
Total Net Assets	375,919	792,824
Total Liabilities and Net Assets	\$ 1,365,837	\$ 1,698,425

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

NATIONAL COALITION OF STD DIRECTORS

**Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Net Assets Without Donor Restrictions		
Revenue and Other Support		
Federal grants	\$ 3,850,590	\$ 3,159,737
Membership dues	715,339	706,143
Meeting income	1,132,975	749,039
Employee retention tax credits	465,932	
Other income	159,924	357,578
Investment income (loss), net	40,001	(59,381)
Net assets released from restrictions	579,336	452,658
Total Revenue and Other Support	<u>6,944,097</u>	<u>5,365,774</u>
Expenses		
Program services:		
NNECS	3,012,020	1,929,425
Capacity Building Assistance	347,129	500,657
Gilead	611,837	458,373
Annual Meeting	1,388,000	10,536
Other Programs	1,210,104	1,513,353
Total Program Services	<u>6,569,090</u>	<u>4,412,344</u>
General & administrative	990,092	717,202
Fundraising	22,465	12,056
Total Expenses	<u>7,581,647</u>	<u>5,141,602</u>
Change in Net Assets Without Donor Restrictions	<u>(637,550)</u>	<u>224,172</u>
Net Assets With Donor Restrictions		
Contributions	799,981	50,000
Satisfaction of restrictions	(579,336)	(452,658)
Change in Net Assets With Donor Restrictions	<u>220,645</u>	<u>(402,658)</u>
Changes in net assets	(416,905)	(178,486)
Net assets, beginning of year	792,824	971,310
Net Assets, End of Year	<u>\$ 375,919</u>	<u>\$ 792,824</u>

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

NATIONAL COALITION OF STD DIRECTORS

**Statement of Functional Expenses
For the Year Ended September 30, 2023, with Comparative Totals for 2022**

	2023					Total Program Services	Supporting Services			2022 Total	
	Program Services		Supporting Services				General & Administrative	Fundraising	Total Supporting Services		
	NNECS	Capacity Building Assistance	Gilead	Annual Meeting	Other Program				Total		
Salaries, wages, and benefits	\$ 1,736,278	\$ 267,712	\$ 248,705	\$ 257,975	\$ 704,246	\$ 3,214,916	\$ 400,520	\$ 3,020	\$ 403,540	\$ 3,618,456	\$ 2,409,224
Consultants	672,055	24,586	232,623	333,831	367,106	1,630,201	137,864	19,124	156,988	1,787,189	1,484,104
Meeting facilities	31,366	1,171	4,391	517,302	870	555,100	5,212	4	5,216	560,316	51,264
Occupancy	75,477	7,944	6,421	4,639	3,311	97,792	39,395	-	39,395	137,187	175,955
Professional fees	220,485	27,286	21,104	76,781	51,771	397,427	305,612	234	305,846	703,273	423,747
Travel	73,248	10,419	5,283	96,324	16,733	202,007	57,297	48	57,345	259,352	120,876
Equipment costs and supplies	148,634	5,092	43,518	26,494	57,959	281,697	12,903	10	12,913	294,610	247,159
Telephone and communications	2,399	156	293	523	599	3,970	1,983	1	1,984	5,954	11,809
Office supplies	974	117	66	980	263	2,400	1,482	1	1,483	3,883	47,186
Reproduction	3,672	88	882	27,261	288	32,191	1,116	1	1,117	33,308	550
Miscellaneous	7,590	873	5,403	34,604	2,161	50,631	9,472	9	9,481	60,112	30,450
Insurance	4,019	459	936	6,334	410	12,158	3,406	2	3,408	15,566	13,288
Postage	3,914	57	602	1,900	109	6,582	724	1	725	7,307	3,915
Dues and subscriptions	30,610	988	41,508	2,446	3,932	79,484	9,213	8	9,221	88,705	103,943
Depreciation	1,299	181	102	606	346	2,534	3,893	2	3,895	6,429	18,132
Total	\$ 3,012,020	\$ 347,129	\$ 611,837	\$ 1,388,000	\$ 1,210,104	\$ 6,569,090	\$ 990,092	\$ 22,465	\$ 1,012,557	\$ 7,581,647	\$ 5,141,602

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

NATIONAL COALITION OF STD DIRECTORS

**Statement of Functional Expenses
For the Year Ended September 30, 2022**

	Program Services					Supporting Services				Total
	NNECS	Capacity Building Assistance	Gilcad	Annual Meeting	Other Programs	Total Program Services	General & Administrative	Fundraising	Total Supporting Services	
Salaries, wages, and benefits	\$ 1,040,510	\$ 360,322	\$ 233,519	\$ -	\$ 485,181	\$ 2,119,532	\$ 289,412	\$ 280	\$ 289,692	\$ 2,409,224
Consultants	452,415	42,123	126,449	3,438	794,936	1,419,361	55,830	8,913	64,743	1,484,104
Meeting facilities	23,017	2,807	2,706	-	3,999	32,529	18,716	19	18,735	51,264
Occupancy	61,451	32,102	7,445	-	27,450	128,448	47,507	-	47,507	175,955
Professional fees	117,859	35,818	14,561	-	54,549	222,787	200,765	195	200,960	423,747
Travel	58,333	8,503	4,335	-	17,535	88,706	31,475	695	32,170	120,876
Equipment costs and supplies	109,265	6,167	1,952	2,750	107,670	227,804	19,340	15	19,355	247,159
Telephone and communications	1,915	581	260	4,348	828	7,932	3,873	4	3,877	11,809
Office supplies	13,359	4,468	3,235	-	5,837	26,899	20,269	18	20,287	47,186
Reproduction	21	7	3	-	474	505	44	1	45	550
Miscellaneous	14,806	1,620	686	-	5,059	22,171	8,271	8	8,279	30,450
Insurance	4,627	2,352	266	-	2,066	9,311	3,976	1	3,977	13,288
Postage	860	170	1,456	-	297	2,783	1,131	1	1,132	3,915
Dues and subscriptions	26,409	2,197	60,865	-	5,450	94,921	7,127	1,895	9,022	103,943
Depreciation	4,578	1,420	635	-	2,022	8,655	9,466	11	9,477	18,132
Total	\$ 1,929,425	\$ 500,657	\$ 458,373	\$ 10,536	\$ 1,513,353	\$ 4,412,344	\$ 717,202	\$ 12,056	\$ 729,258	\$ 5,141,602

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

NATIONAL COALITION OF STD DIRECTORS

**Statements of Cash Flows
For the Years Ended September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Cash Flows from Operating Activities		
Changes in net assets	\$ (416,905)	\$ (178,486)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation	6,429	18,132
Reinvested dividend	29,408	13,843
Unrealized investment losses, net	5,129	70,803
Effect from changes in non-cash operating assets and liabilities:		
Accounts receivable, net	556,963	(290,456)
Prepaid expenses and other assets	(8,176)	(6,503)
Accounts payable and accrued expenses	178,503	104,384
Deferred revenue	15,894	167,420
Deferred rent	(110,080)	(7,087)
Net Cash from Operating Activities	<u>257,165</u>	<u>(107,950)</u>
Cash Flows from Investing Activities		
Purchase of investments	(74,538)	-
Proceeds from sale of investments	19,835	162,790
Net Cash from Investing Activities	<u>(54,703)</u>	<u>162,790</u>
Net change in cash and cash equivalents	202,462	54,840
Cash and cash equivalents, beginning of year	433,017	378,177
Cash and Cash Equivalents, End of Year	<u>\$ 635,479</u>	<u>\$ 433,017</u>

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

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

1. BACKGROUND OF NCSO

The National Coalition of STD Directors (NCSO) is a District of Columbia not-for-profit organization and national public health membership organization representing health department STD directors, their support staff, and clinic- and community-based partners across 50 states, seven large cities, and eight U.S. territories. NCSO's mission is to advance effective programs and services to prevent sexually transmitted infections across the country. NCSO provides training and capacity-building services, convenes partners, and raises awareness of the need to address epidemic STIs with adequate funding and programming, effective policies, and a strong workforce.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents consist of short-term, highly liquid investments with original maturities of 90 days or less when purchased. Cash equivalents as of September 30, 2023 and 2022, consisted of money market funds.

Accounts Receivable

Accounts receivable represent amounts due from grants and contracts and are reported at their net realizable value. The allowance for doubtful accounts is based on specific identification of uncollectible accounts and NCSO's historical collection experience. There was no allowance for doubtful accounts as of September 30, 2023 as management believed all accounts receivable were fully collectable. As of September 30, 2022, the allowance for doubtful accounts was \$37,625.

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment, Net

Property and equipment purchases over \$5,000 with a useful life over one year are capitalized at cost. Depreciation is recognized using the straight-line method over the estimated useful life of the assets ranging from three to five years. Repairs and maintenance are expensed as incurred while major replacements and improvements are capitalized and depreciated over the remaining life of the asset.

Fair Value Measurement

Investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes NCSD's gains and losses on investments bought and sold as well as held during the year.

Accounting standards generally accepted in the United States of America establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

The three levels of the fair value hierarchy are described below:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the entity has the ability to access.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3. Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fair Value Measurement (continued)

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

Deferred Revenue

Deferred revenue represents conditional grant funds received in advance of incurring the grant expenses and sponsorships paid in advance of the annual meeting and conferences, and membership fees received in advance.

Net Assets

Net assets without donor restrictions are assets and contributions that are not restricted by donors or for which restrictions have expired.

Net assets with donor restrictions are those whose use by NCSO has been restricted by donors primarily for a specific time period or purpose. When a donor restriction is met, net assets with donor restrictions are reclassified to net assets without donor restrictions. If a donor restriction is met in the same reporting period in which the contribution is received, the contribution (to the extent that the restrictions have been met) is reported as net assets without donor restrictions.

Support and Revenue

Contributions received are recorded as with or without donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions.

Gifts of cash and other assets are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when some stipulated time restriction ends or purpose of the restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities and changes in net assets as net assets released from restrictions.

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition

Revenue from Federal and corporate grants are recognized as services are performed and the related costs are incurred.

Membership dues are recognized as revenue over the period to which the membership relates. Accordingly, dues paid by members in advance of the membership period are reported as deferred revenue in the accompanying statements of financial position.

Revenue and related costs of the annual conference are recognized in the year in which the conference is held. Accordingly, sponsorships paid by sponsors in advance of the conference year are reported as deferred revenue in the accompanying statements of financial position.

Contributions and grants without donor restrictions are reported as revenue in the year in which the payments are received and/or unconditional promises are made.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying statements of activities and changes in net assets and statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services that benefit from those costs. General and administrative expenses include those expenses that are not directly identified with any other specific function but provide for the overall support and direction of NCSD. Shared costs are allocated based on time and effort.

Income Taxes

NCSD is exempt from the payment of taxes on income other than net unrelated business income under Section 501(c)(3) of the Internal Revenue Code.

The provisions included in accounting principles generally accepted in the United States of America provide consistent guidance for the accounting for uncertainty in income taxes recognized in an entity's financial statements and prescribe a threshold of "more likely than not" for recognition of tax positions taken or expected to be taken in a tax return. NCSD performed an evaluation of uncertain tax positions as of September 30, 2023, and determined that there were no matters that would require recognition in the financial statements or which may have any effect on its tax-exempt status. As of September 30, 2023, the statute of limitations for fiscal years 2020 through 2023 remains open with the U.S. Federal jurisdiction or the various states and local jurisdictions in which NCSD files tax returns.

NATIONAL COALITION OF STD DIRECTORS

**Notes to the Financial Statements
September 30, 2023 and 2022**

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Liquidity and Availability of Resources

The following reflects NCSD’s financial assets as of September 30, reduced by amounts not available for general use within one year:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 635,479	\$ 433,017
Investments	365,059	344,893
Accounts receivable, net	<u>326,069</u>	<u>883,032</u>
Financial assets available to meet cash needs for general expenses within one year	<u>\$ 1,326,607</u>	<u>\$ 1,660,942</u>

NCSD manages its liquidity following two guiding principles: operating within a prudent range of financial soundness and stability and maintaining access to adequate liquid assets to fund near-term operating needs.

Subsequent Events

NCSD’s management has evaluated the accompanying financial statements for subsequent events and transactions through June 28, 2024, the date that these financial statements were available for issue and have determined that no material subsequent events have occurred that would affect the information presented in the accompanying financial statements or require additional disclosure.

3. INVESTMENTS

The following is a description of the valuation methodologies used for investments measured at fair value. There have been no changes in the methodologies used as of September 30, 2023 and 2022.

Mutual funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The method described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while NCSD believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

3. INVESTMENTS (continued)

The following tables set forth by level, the fair value hierarchy of NCSD's investments at fair value as of September 30, 2023 and 2022:

	As of September 30, 2023			Total
	Level 1	Level 2	Level 3	
Mutual funds:				
Fixed income fund	\$ 365,059	\$ -	\$ -	\$ 365,059

	As of September 30, 2022			Total
	Level 1	Level 2	Level 3	
Mutual funds:				
Fixed income fund	\$ 344,893	\$ -	\$ -	\$ 344,893

The components of investment (loss) income for the years ended September 30, 2023 and 2022 were as follows:

	2023	2022
Dividends and interest income	\$ 29,408	\$ 13,843
Net unrealized loss	(5,129)	(70,803)
Net realized gain (loss)	15,722	(2,421)
Total	\$ 40,001	\$ (59,381)

4. PROPERTY AND EQUIPMENT

Property and equipment as of September 30, 2022, consisted of:

	2022	Estimated Useful Life
Website	\$ 23,750	3 years
Computer and equipment	35,152	3 years
Office equipment	93,539	3-5 years
	152,441	
Less: accumulated depreciation	146,012	
Property and Equipment, Net	\$ 6,429	

Depreciation expense was \$6,429 and \$18,132, for the years ended September 30, 2023 and 2022, respectively. All assets were fully depreciated as of September 30, 2022.

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

5. COMMITMENTS AND CONTINGENCIES

Grants

Reimbursed costs under NCSD's government awards are subject to final determination of allowability by the government agency. Until such audits have been completed and final settlement reached, there exists a contingency to refund any amount received in excess of allowable costs. Management is of the opinion that as of September 30, 2023 and 2022, no material liability will result from such audits.

Operating Lease

NCSD leased office facilities under a non-cancelable operating lease through June 30, 2023. The lease commenced on February 1, 2017 and was set to expire on September 30, 2027. During fiscal year 2023, NCSD entered into an agreement to terminate the lease effective June 30, 2023. In accordance with the terms of the agreement, NCSD paid the landlord a termination fee in the amount of \$167,754. The deferred rent liability balance of \$103,467 was also written off as a result of the lease termination. These amounts are included in occupancy expense in the accompanying statements of functional expenses.

6. NET ASSETS WITH DONOR RESTRICTIONS

NCSD had net assets with donor restrictions as of September 30, 2023 and 2022, that were provided for a specific purpose by the following grantors as shown below:

	<u>2023</u>	<u>2022</u>
Gilead Clinic - purpose restriction	\$ 183,895	\$ 33,863
Hologic- time restriction	4,095	34,322
Gilead MPV - purpose restriction	149,980	49,140
Total	\$ 337,970	\$ 117,325

7. REVENUE CONCENTRATION

During the years ended September 30, 2023 and 2022, approximately 54% and 62%, respectively, of NCSD's revenue was provided by the Department of Health and Human Services. As of September 30, 2023 and 2022, there was a receivable due from the Department of Health and Human Services in the amount of \$42,961 and \$521,600, which represents 13% and 59% of total receivables, respectively.

NATIONAL COALITION OF STD DIRECTORS

Notes to the Financial Statements September 30, 2023 and 2022

8. RETIREMENT PLAN

NCSD has a defined contribution 403(b) Plan (the Plan) covering all employees who have completed six months of service. Under the Plan, NCSD makes contributions based on a percentage of the annual salary of eligible employees. The employer contribution rate for the years ended September 30, 2023 and 2022, was 8% of each eligible participant's salary. Contributions to the Plan totaled \$190,655 and \$116,025, for the years ended September 30, 2023 and 2022, respectively.

SUPPLEMENTARY INFORMATION



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**REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS ON INTERNAL CONTROLS
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
National Coalition of STD Directors

We have audited in accordance with the 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 National Coalition of STD Directors (NCSA), which comprise the statement of financial position as of September 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated June 28, 2024.

Report on Internal Controls over Financial Reporting

In planning and performing our audit of the financial statements, we considered NCSA's internal controls over financial reporting (internal controls) to determine the 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 NCSA's internal controls. Accordingly, we do not express an opinion on the effectiveness of NCSA's internal controls.

A *deficiency in internal controls* 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 controls, 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 controls that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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



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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether NCSD'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 determination of financial statement amounts. 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 controls and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NCSD's internal controls or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NCSD's internal controls and compliance. Accordingly, this communication is not suitable for any other purpose.

Washington, D.C.
June 28, 2024

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**REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROLS OVER
COMPLIANCE IN ACCORDANCE WITH UNIFORM GUIDANCE**

Board of Directors
National Coalition of STD Directors

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the National Coalition of STD Directors' (NCS D) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of the NCS D's major Federal programs for the year ended September 30, 2023. The NCS D's major Federal programs are identified in the summary of independent public accountants' results section of the accompanying schedule of findings and questioned costs.

In our opinion, NCS D 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, 2023.

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

We are required to be independent of NCS D 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 NCS D'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 controls over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the NCS D's Federal programs.



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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on NCS D'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 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 controls. 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 NCS D's compliance with the requirements of each major Federal program as a whole.

In performing an audit in accordance with 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 NCS D'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 NCS D's internal controls 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 controls over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of NCS D's internal controls 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 controls over compliance that we identified during the audit.

Report on Internal Controls over Compliance

A deficiency in internal controls over compliance exists when the design or operation of controls 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 controls over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal controls over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a



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Federal program that is less severe than a material weakness in internal controls over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal controls over compliance was for the limited purpose described in the *Auditor's Responsibilities for the Audit of Compliance* section above and was not designed to identify all deficiencies in internal controls over compliance that might be material weaknesses or significant deficiencies in internal controls over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal controls over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal controls 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 controls over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal controls over compliance is solely to describe the scope of our testing of internal controls 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.

Washington, D.C.
June 28, 2024

SBC + Company, LLC

NATIONAL COALITION OF STD DIRECTORS

**Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2023**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing	Pass-Through Entity Identifying Number/ Grant Number	Federal Expenditures	Amount Passed through to Subrecipients
Direct Awards				
<u>U.S. Department of Health and Human Services, Centers for Disease Control and Prevention</u>				
Preventive Health Services - Sexually Transmitted Diseases (STD) Prevention And Control Grants	93.977	NNECS	\$ 2,942,652	\$ -
Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance	93.079	DASH	259,868	-
Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance - COVID-19	93.079	HEALTH EQUITY	87,260	-
			<u>347,128</u>	<u>-</u>
Total Direct Awards			<u>3,289,780</u>	<u>-</u>
Pass-Through Programs				
<u>U.S. Department of Health and Human Services, Centers for Disease Control and Prevention</u>				
Pass-Through Caciarelli Associates Inc. HIV-Related Training And Technical Assistance	93.145	U69HA33941-01-00	16,649	-
Pass-Through National Alliance of State and Territorial AIDS Directors (NASTAD) Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	NU65PS923687	44,276	-
Pass-Through Disease Intervention Training Centers Cooperative Agreements to Promote Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance - COVID-19	93.978	6 NU65PS923725	499,885	-
Total Pass-Through Programs			<u>560,810</u>	<u>-</u>
Total Expenditures of Federal Awards			<u>\$ 3,850,590</u>	<u>\$ -</u>

The accompanying notes are an integral part of this schedule.

NATIONAL COALITION OF STD DIRECTORS

**Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2023**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

All Federal grant operations of the National Coalition of STD Directors (NCSD) are included in the scope of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Single Audit or Uniform Guidance). The Single Audit was performed in accordance with the provisions of the OMB Compliance Supplement (the Compliance Supplement). Compliance testing of all requirements, as described in the Compliance Supplement, was performed for the grant program noted below. The programs on the Schedule of Expenditures of Federal awards represent all Federal award programs for fiscal year 2023, with cash or non-cash expenditure activities. For our single audit testing, we tested Federal award programs to ensure coverage of at least 20% of Federally granted funds. Our actual coverage was 76%.

<u>Major Federal Program</u>	<u>Federal Assistance Listing</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services, Centers for Disease Control and Prevention Preventive Health Services - Sexually Transmitted Diseases (STD) Prevention And Control Grants	93.977	<u>\$ 2,942,652</u>

Expenditures reported on the Schedule of Expenditures of Federal awards (the Schedule) are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. NCSD has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

2. BASIS OF PRESENTATION

The accompanying Schedule has been accounted for on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

NATIONAL COALITION OF STD DIRECTORS

**Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2023**

Section I - Summary of Independent Public Accountant's Results

Financial Statements

Type of independent public accountants' report issued on whether the financial statements were prepared in accordance with GAAP Unmodified

Internal controls over financial reporting:

Material weakness(es) identified? No

Significant deficiency(ies) identified? None Noted

Noncompliance material to the financial statements noted? No

Federal Awards

Type of independent public accountants report issued on compliance for major Federal program Unmodified

Internal controls over major Federal program:

Material weakness(es) identified? No

Significant deficiency(ies) identified? None Noted

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? No

Identification of Major Federal Program:

<u>Major Federal Program</u>	<u>Federal Assistance Listing</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services, Centers for Disease Control and Prevention Preventive Health Services - Sexually Transmitted Diseases (STD) Prevention And Control Grants	93.977	\$ 2,942,652
Threshold for distinguishing between Type A and B programs		\$ 750,000
Did NCSD qualify as a low risk auditee?		Yes

NATIONAL COALITION OF STD DIRECTORS

**Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2023**

Section II - Financial Statement Findings

None Noted.

Section III - Federal Award Findings

None Noted

NATIONAL COALITION OF STD DIRECTORS

**Schedule of Prior Year Findings and Questioned Costs
For the Year Ended September 30, 2023**

There were no prior year findings reported.

N C S D

BOARD OF DIRECTORS



2024 Board of Directors & Officers

Audrie MacDuff King, Chair, NCS D Board of Directors

Director of STI Policy, Bureau of Hepatitis, HIV & STI
NYC Department of Health and Mental Hygiene

Rebecca Scranton, Chair-Elect, NCS D Board of Directors

Deputy Bureau Chief
Bureau of Infectious Disease and Services
Division of Public Health Preparedness
Arizona Department of Health Services

Daniel Daltry, Treasurer, NCS D Board of Directors

Infectious Disease Program Manager
Vermont Department of Health, HIV/AIDS, STD and Viral Hepatitis Program

Janine Waters, Secretary, NCS D Board of Directors

STD Program Manager
Infectious Disease Bureau
Public Health Division
New Mexico Department of Health

Danucha "Danny" Brikshavana

Chief, IDPH STI Section
Illinois Department of Public Health

Leslie Fowler

Communicable Disease Unit Prevention Program Manager
Public Health Sciences Section
Wyoming Department of Health

Bernard Gilliard

Program Manager, Partner Services & Disease Intervention
Bureau of Communicable Disease Prevention and Control
South Carolina Department of Health and Environmental Control

Jason Henry

Director, Communicable Disease
Virgin Islands Department of Health

Mario Perez

Director, Division of HIV/STD Programs
Los Angeles County Department of Public Health

N C S D

BOARD OF DIRECTORS



Kathleen Roosevelt
Director, Division of STD Prevention and HIV Surveillance
Bureau of Infectious Disease and Laboratory Sciences
Massachusetts Department of Public Health

Anthony Merriweather
Director, Division of Sexually Transmitted Diseases
Alabama Department of Public Health

Kris Tuinier
Director, Division of HIV/STI Programs, Client and Partner Services
Michigan Department of Health and Human Services

AMANDA B. DENNISON, MPH, MNAL

NONPROFIT & PUBLIC HEALTH LEADER

Accomplished leader with 14 years of experience shaping and executing innovative programs and projects to achieve optimal mission impact and critical outcomes. Adept at building and leading top-performing, inclusive staff teams. Track record of success in grant writing and management. Skilled at fostering trusted relationships, networks, and partnerships. Demonstrated ability to establish a clear and cohesive vision and steer strategic and programmatic planning, evaluation, and budgeting.

AREAS OF EXPERTISE

- Grant Writing & Management
- Strategic Planning & Implementation
- Program Management & Evaluation
- Project Planning & Deliverables
- Strategic Relationship Management
- High-Value Budget Management
- Policy & Procedure Development
- Workforce Shaping & Performance
- Board Relations

CAREER EXPERIENCE

NATIONAL COALITION OF STD DIRECTORS (NCSD)

April 2018 – Present

SENIOR DIRECTOR, PROGRAM DEVELOPMENT AND INNOVATION (January 2023 – Present)

Build and lead the new program development, evaluation, and quality assurance team that supports all aspects of the organization. Oversee the planning and implementation of a comprehensive development plan that encompasses federal grants, industry partnerships, foundation funding, subawards, and member-driven contracts. Drive the advancement of the organization's strategic plan, aligning grants, organizational goals, and the development plan to achieve the strategic goals and objectives of NCSD. Supervises a team of 1 program evaluator.

- Directly organized and facilitated the competitive federal application that included 5 components and NCSD received 3 of the 5 components.
- Successfully drafted and implemented new grants management structures including decision-making on applying for new funds, budget development, organization-wide deliverable and budget tracking, and standard application procedures in first six months of role.

SENIOR DIRECTOR, PROGRAMS (April 2020 – January 2024)

Oversaw all aspects of NCSD programs and fund development and led a diverse team of 13 while directly supervising 6 staff. Leveraged wide-ranging expertise to assist the executive director with organizational management, partnership development, and board relations. Led the organization's strategic planning. Represented the interests of NCSD in committees, workgroups, roundtables, and coalitions with national partners in HIV prevention, family planning, education, health equity, and other relevant areas of work.

- Directly oversaw 70-75% of the organization's \$6.7M budget while also leading the largest team in the organization.
- Spearheaded the rapid development of a national COVID-19 case investigation and contact tracing online training with 125K registrations and 89K attendees completing the course in the first 8 months.

DIRECTOR, PROGRAMS & PARTNERSHIPS (April 2018 – April 2020)

Led a 6-member team on all programmatic planning, implementation, and evaluation activities for the agency, including technical assistance, curriculum development, clinic initiatives, adolescent health, and health equity programs. Directed all aspects of the grant application process and related budgets to meet organizational goals. Represented the vision and values of NCSD by presenting at various engagements, including national conferences and committee meetings.

- Expanded the organization's program portfolio from 3 primary grants to 7 primary grants.
- Elevated public engagement and promoted the organization's interests by authoring and sharing a blog that achieved 70K+ views within 1 year of publication.

OHIO DEPARTMENT OF HEALTH

August 2014 – March 2018

STD & HEPATITIS PREVENTION PROGRAM DIRECTOR (August 2014 – March 2018)

Managed a diverse 7-member team to organize and implement the STD and Viral Hepatitis Prevention Programs throughout Ohio with a \$5M budget. Served as the Principal Investigator on 3 federal grants, including STD, HIV, and Hepatitis C prevention. Established clear policies and procedures for disease investigation and partner services statewide. Boosted capacity and capabilities by delivering technical assistance and training to local health departments and other agencies.

- Championed the combined STD and HIV prevention subgrantee program, totaling \$3M+ in grants, as well as STD screening and 340B medication programs with over 100 sites statewide.
- Spearheaded 120+ contracts to clinics to deliver 60K+ annual STD tests and treatment across the state.

INTERIM SECTION CHIEF – STD, HEPATITIS & HIV PREVENTION AND SURVEILLANCE (June 2016 – May 2017)

Led the development and implementation of the mission, goals, and strategic direction for the statewide STD, viral hepatitis, and HIV prevention and surveillance programs. Formulated clear performance measures to transform objectives into visible results for STD/HIV disease intervention, testing, and treatment. Prepared and presented in-depth reports to the agency director, governor's office, and federal funders. Built and strengthened trusted interagency partnerships to facilitate collaboration and cultivate positive change. Oversaw a section of 50 employees with 11 direct reports.

- Spearheaded fiscal management for a \$15.5M budget with 7 funding sources.
- Co-led the successful development of the Ohio HIV Prevention and Care Integrated Plan (2017 – 2021), a statewide strategic plan for addressing HIV.

CIRCLE HEALTH SERVICES

September 2012 – August 2014

HIV PREVENTION PROGRAM MANAGER (November 2012 – August 2014)

Lead a team of 5 outreach employees to deliver HIV prevention programs with a budget of \$500K across various public and private funding sources. Directed all aspects of outreach, syringe exchange, and walk-in testing, as well as HIV-related grant writing and reporting. Connected those diagnosed with HIV, STDs, and other infectious diseases to relevant care facilities.

- Initiated and shaped strategies to effectively integrate HIV counseling and testing into every department.
- Secured foundation funding to implement electronic health records on the mobile syringe services unit to streamline referrals, linkage to care, and increase access to preventative services such as immunizations.

PATIENT-CENTERED MEDICAL HOME PROJECT MANAGER (September 2012 – August 2014)

Planned and orchestrated the successful PCMH project as part of a statewide initiative through the Ohio Department of Health, coinciding with the transition to a Federally Qualified Health Center. Partnered closely with clinical staff members to roll out aspects of PCMH for National Committee for Quality Assurance recognition.

- Awarded the highest level of recognition from NCQA for exceeding project expectations.

ADDITIONAL EXPERIENCE

Circle Health Services | HIV Outreach Coordinator
Planned Parenthood of Greater Ohio | Policy & Public Affairs Intern
Circle Health Services | Student Consultant
D.C. Mayor's Office of LGBTQ Affairs | Student Consultant

Apr 2012 – Nov 2012
Jan 2012 – Apr 2012
Sept 2011 – Apr 2012
Aug 2011 – Dec 2011

EDUCATION

Master of Nonprofit Administration and Leadership
Cleveland State University (2024)

Nonprofit Management Executive Certificate,
Georgetown University (2020)

Master of Public Health,
George Washington University (2012)

B.A. Anthropology (Honors),
Cleveland State University (2009)

B.S. Health Sciences (Community Health),
Cleveland State University (2009)

AWARDS & HONORS

40 UNDER 40: QUEER WOMEN OF WASHINGTON (2019)

Presented by The Washington Blade and the Mayor's Office of LGBTQ Affairs and the Office of Women's Policies and Initiatives

THE DISTINGUISHED ALUMNI AWARD (2017)

Presented by the Cleveland State Alumni Association and the Jack, Joseph, and Morton Mandel Honors College at Cleveland State University

PUBLICATIONS

Ruebush, E. Dennison, A., et al. (2022). Implementation of a Nationwide Knowledge-Based COVID-19 Contact Tracing Training Program, 2020. *Public Health Reports* 137, 11S-17S.

GRANTS (SAMPLE LIST)

INITIATIVE	FUNDER	ROLE	AMOUNT	DATES
Federal Syphilis Taskforce Support	Office of the Assistance Secretary of Health	Authorizing Official	\$90k	08/2024 – 08/2025
Increasing Mpox Vaccine Uptake	Bavarian Nordic	Project Director	\$227k	06/2024 – 12/2024
Support Technical Assistance & Opportunities for Program, Policy, and Communications to Prevent STDs	Centers for Disease Control & Prevention (CDC) Division of STD Prevention (DSTDP)	Authorizing Official	\$771k	09/2023 – 09/2028
Covid-19 Online Curriculum Development	Association of State and Territorial Health Officials	Program Director	\$1.1M	6/2020 – 6/2021
National HIV/STD Disease Intervention Training Centers	CDC, DSTDP	Principal Investigator Program Director	\$585K	5/2020 – 3/2025
National STD Clinic Initiative	Gilead Sciences	Principal Investigator	\$310K	5/2020 – 3/2025
National Network to Enhance Capacity of State and Local Sexually Transmitted Disease Prevention Programs (NNECS)	CDC, DSTDP	Principal Investigator Program Director	\$1.8M	9/2019 – 9/2023
Promoting Adolescent Health Through School-Based HIV/STD Prevention	CDC, Division of Adolescent School Health (DASH)	Principal Investigator	\$250K	8/2019 – 7/2024
Comprehensive HIV Prevention Project for Health Departments	CDC, Division of HIV/AIDS Prevention (DHAP)	Principal Investigator Interim Section Chief	\$5.8M	1/2017 – 12/2017
Epidemiology & Laboratory Capacity Grant – Project R2 Enhanced Surveillance of Neisseria Meningitidis Urogenital Disease	CDC	Project Manager	\$210K	8/2016 – 7/2017
Improving STD Programs Through Assessment, Assurance, Policy Development & Prevention Strategies	CDC, DSTDP	Principal Investigator Program Director	\$3.2M	1/2015 – 8/2018
Electronic Health Records Implementation	AIDS Funding Collaborative	EPIC Super User	\$25K	2013
Comprehensive HIV Prevention Programs	City of Cleveland Department of Public Health	Program Manager	\$70K	1/2013 – 8/2014

ERIN M. SAINATO, MPA, CPM

PROFESSIONAL EXPERIENCE:

National Coalition of STD Directors

Washington, DC

Senior Manager of Program Evaluation

September 2022 – Present

- Serve as lead staff for all program evaluation efforts, including survey development, focus group facilitation, and data collection and analysis.
- Oversee, develop, and maintain the National Coalition of STD Directors' strategic plan, as well as other departmental strategies by engaging diverse stakeholders.
- Direct project management for a varied portfolio of projects from conceptualization through development, implementation, and management
- Provide technical assistance and presentations to NCSO members and stakeholders regularly

Ohio Department of Health

Columbus, OH

Researcher, HIV Prevention Monitoring and Evaluation

March 2017 – September 2022

- Independently coordinate health services research efforts with local health departments, regional HIV Prevention program coordinators, and HIV testing sites.
- Design and direct HIV Prevention program research projects, including studies to identify high priority populations at risk for HIV infection, evaluation of the effectiveness of priority-based testing efforts, identification of individuals not in care for HIV infection, and analysis of barriers to care. Produce reports based on research and data analysis output.
- Develop appropriate research tools and research methodology, including conceptual models, literature reviews, workflow reviews, and design survey/evaluation instruments.
- Review and analyze issues to be researched, including program effectiveness, methods for improving coordination and data sharing with other program and partner organizations.
- Coordinate data collection and database management for infectious disease databases, including Evaluation Web, the Ohio Disease Reporting System, the Enhanced HIV/AIDS Reporting System, and REDCap. Provide training to users of each database and conduct routine and ad hoc multivariate data exports in named databases.

Planner 3, Office of Health Preparedness

March 2016 - March 2017

- Planned, coordinated, monitored, and evaluated statewide preparedness programs and projects to enhance preparedness for public health disaster response.
- Collaborate and build trust-based relationships with public health, emergency management, and healthcare organizations to provide technical assistance to enhance local public health preparedness.
- Monitored and evaluated project activities by developing evaluation and effectiveness measures, drafting after action reviews, improvement plans and evaluations.
- Researched federal requirements and recommended best practices to assure compliance

Ohio Department of Public Safety

Columbus, OH

Planning and Policy Manager, Ohio Homeland Security

January 2013 - March 2016

- Oversaw, developed, and maintained the Ohio State Homeland Security Strategic Plan, Ohio Cyber Security Strategy, and Ohio Infrastructure Protection Strategy, as well as other departmental and multi-agency strategies by engaging multidisciplinary stakeholders statewide
- Coordinated all meetings and official business for Ohio's Homeland Security Advisory Council and its subcommittees
- Served as liaison for Ohio Homeland Security with the U.S. Department of Homeland Security and the Federal Emergency Management Agency in the preparation of federal reports
- Served as the Public Records Administrator and the Records Management Program Coordinator for the Division

Ohio Attorney General's Office

Columbus and London, OH

Grants Manager, Ohio Peace Officer Training Academy

May 2010 - December 2012

- Managed and administered over \$4 million in state funds for over 200 recipient law enforcement agencies through the Drug Use Prevention Grant program
- Worked with Information Technology Section to develop online application for Drug Use Prevention Grant program
- Secured grant funding for Ohio Peace Officer Training Academy projects
- Maintained productive relationship with stakeholders throughout the state while balancing diverse interests
- Worked with the Attorney General and served as his representative for coordinating the Drug Education Policy Advisory Board to develop school-based drug use prevention policy in Ohio

Grants Specialist, Crime Victims Assistance and Prevention Section

October 2006-April 2010

- Managed and administered over \$3.6 million in federal and state grant funds for over 75 subrecipient programs
- Provided high-level technical assistance to non-profit and government grant recipients
- Worked closely with the Attorney General's State Victims Assistance Advisory Board to create grant performance measures and evaluation tools
- Maintained internal action plan guiding department's long- and short-term projects and goals
- Performed on-site assistance and monitoring visits
- Maintained compliance with federal and state regulations

EDUCATION:

Master of Public Administration, 2012

John Glenn College of Public Affairs, The Ohio State University

Bachelor of Arts in Arabic and International Studies, 2008

The Ohio State University

Cum Laude, with Honors

PROFESSIONAL SKILLS AND CERTIFICATIONS:

Grant Writing – completed ten-week graduate-level course on grant writing and management

Project Management – completed coursework and requirements to sit for Project Management Professional (PMP) certification exam offered by the Project Management Institute

Certified Demographer – Sinclair Community College

LeanOhio Camo Belt – Ohio Department of Administrative Services

Ohio Certified Public Manager – Ohio Department of Administrative Services

Key Personnel

Contractor: National Coalition of STD Directors

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Amanda Dennison	Senior Director, Program Development & Innovation	\$141,480	10%	\$14,148
Erin Sainato	Senior Manager, Program Evaluation	\$85,710	10%	\$8,571

ARC

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

Lori A. Weaver
Commissioner

Patricia M. Tilley
Director

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

December 12, 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 National Coalition of STD Directors (VC#170534), Washington, District of Columbia, in the amount of \$110,000 to conduct a Partner Services Community Assessment, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval, through December 31, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-2496 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, ARP-STD PREVENTION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	90025050	\$68,750
2025	102-500731	Contracts for Prog Svc	90025050	\$41,250
			Total	\$110,000

EXPLANATION

This request is **Sole Source** because the Contractor is the membership organization for all health department STD programs nationwide, including the Department, and the only organization solely focused on STD activities. The Contractor provides information on the complexities of the disease investigation field and shares data valuable to the STD and public health communities.

The purpose of this request is for the Contractor to collaborate with the Department on community assessment activities to inform programmatic decisions regarding how to effectively serve persons with HIV or other STDs and proximate individuals with identified risk factors. The community assessment activities include: Community Assessment Project Design; Community Assessment Project Implementation; Data Analysis; Reporting. Assessments will allow the

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

Department to monitor STD trends within the state and identify areas of increased concern and possible outbreaks/clusters, especially within communities identified by the Department as being high-risk.

All persons identified above who opt-in and consent to participate will be served during State Fiscal Years 2024 and 2025.

The Department will monitor services by reviewing all assessment reports.

As referenced in Exhibit A of the attached 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 not be able to complete community assessments, potentially leading to a higher risk of STD transmission within underserved or disproportionately affected New Hampshire communities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number # 93.977, FAIN # NH25PS005159.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials ^{DS} DM
Date 12/19/2023

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

DS
DM
 Contractor Initials
 Date 12/19/2023

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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
Partner Services Community Assessment
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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
Partner Services Community Assessment**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must coordinate a collaborative project to conduct a Community Assessment of Partner Services, which are a broad array of services offered to persons with HIV or other STDs and their sexual or substance-use equipment-sharing partners. The Community Assessment must identify programmatic strengths and gaps in New Hampshire's current sexually transmitted disease (STD) Health Programs. The Contractor must:
 - 1.1.1. Address the Department's Disease Investigation Specialist (DIS) hiring needs; and
 - 1.1.2. Advise the Department on how to effectively serve local communities, with a focus on diversity, health equity, and inclusion.
- 1.2. The Contractor must recruit persons with HIV or other STDs and their sexual or substance-use equipment-sharing partners to opt-in to participate in the assessment. The Contractor must:
 - 1.2.1. Attempt to recruit approximately 50-100 participants within New Hampshire, via online advertising, use of social media, and posters/flyers in venues frequented by the target population.
 - 1.2.2. Obtain and document receipt of appropriate consent from the participant.
 - 1.2.3. Provide the Department with an improvement plan, if the Contractor is unable to recruit the agreed upon number of participants. The Contractor will notify the Department and determine how to present data with a smaller than expected sample size.
- 1.3. The Contractor must ensure services are available statewide.
- 1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.5. The Contractor must complete the Community Assessment of Partner Services in four (4) phases, as follows:
 - 1.5.1. **Phase 1 – Community Assessment Project Design**
 - 1.5.1.1. The Contractor must:
 - 1.5.1.1.1. Design a statewide community assessment project in conjunction with the Department's Infectious Disease Prevention, Investigation and Care Services Section.
 - 1.5.1.1.2. Create a statewide advisory group to provide ongoing feedback on assessment strategy.
 - 1.5.1.1.3. Determine and select academic partner(s) to conduct the community assessment.

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**New Hampshire Department of Health and Human Services
Partner Services Community Assessment**

EXHIBIT B

- 1.5.1.1.4. Develop detailed community assessment project methodology, plans and tools.
- 1.5.2. **Phase 2 – Community Assessment Project Implementation**
 - 1.5.2.1. The Contractor must:
 - 1.5.2.1.1. Implement and manage community assessment project plans.
 - 1.5.2.1.2. Ensure consistency of statewide assessment processes and reports.
- 1.5.3. **Phase 3 – Data Analysis**
 - 1.5.3.1. The Contractor must:
 - 1.5.3.1.1. Ensure quality and consistency in data collection.
 - 1.5.3.1.2. Develop preliminary data reports, to be provided for review by the Department.
 - 1.5.3.1.3. Conduct final data analysis.
 - 1.5.3.2. Screening information collected may include, but is not limited to, the following:
 - 1.5.3.2.1. Age.
 - 1.5.3.2.2. Gender identity.
 - 1.5.3.2.3. Race and ethnicity.
 - 1.5.3.2.4. Sexual orientation.
 - 1.5.3.2.5. Zip code, county of residence, or region.
 - 1.5.3.2.6. Previous history of STI infection.
 - 1.5.3.3. Specific data collected will be determined by the academic institutions.
- 1.5.4. **Phase 4 – Report Out**
 - 1.5.4.1. The Contractor must:
 - 1.5.4.1.1. Produce reports with findings of the assessment to be shared with state and local health department stakeholders.
 - 1.5.4.1.2. Present recommendations based on data findings.
- 1.6. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.7. **Reporting**
 - 1.7.1. The Contractor must submit monthly reports to ensure sufficient progress is made for completion of project.
 - 1.7.2. The Contractor must provide key data in a format and at a frequency

**New Hampshire Department of Health and Human Services
Partner Services Community Assessment**

EXHIBIT B

specified by the Department.

1.8. Confidential Data

1.8.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.8.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.9. Privacy Impact Assessment

1.9.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.9.1.1. How PII is gathered and stored;
- 1.9.1.2. Who will have access to PII;
- 1.9.1.3. How PII will be used in the system;
- 1.9.1.4. How individual consent will be achieved and revoked; and
- 1.9.1.5. Privacy practices.

1.9.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.10. Contract End-of-Life Transition Services

1.10.1. General Requirements

1.10.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the

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**New Hampshire Department of Health and Human Services
Partner Services Community Assessment**

EXHIBIT B

new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.10.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.10.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.10.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.10.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.10.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.10.2. Completion of Transition Services

1.10.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

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**New Hampshire Department of Health and Human Services
Partner Services Community Assessment**

EXHIBIT B

1.10.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.10.3. Disagreement over Transition Services Results

1.10.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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 F, Business Associate Agreement, which has been executed by the parties.

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



**New Hampshire Department of Health and Human Services
Partner Services Community Assessment**

EXHIBIT B

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.
- 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
Partner Services Community Assessment
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Federal Funds, comprised of:
 - 1.1. Preventative Health Services – Sexually Transmitted Diseases, as awarded on June 21, 2021, by the Centers for Disease Control and Prevention, ALN 93.977, FAIN NH25PS005159.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor 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 Exhibits C-1, Budget (FY 2024) through C-2, Budget (FY 2025).
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSCContractBilling@dhhs.nh.gov or mailed to:

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

**New Hampshire Department of Health and Human Services
Partner Services Community Assessment
EXHIBIT C**

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. **Audits**
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. 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.

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Exhibit C-1, Budget (FY 2024)

New Hampshire Department of Health and Human Services	
Contractor Name:	National Coalition of STD Directors
Budget Request for:	Partner Services Community Assessment
Budget Period:	10/1/23 - 6/30/24 (FY 2024)
Indirect Cost Rate (if applicable):	25.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$6,074
2. Fringe Benefits	\$1,367
3. Consultants	\$12,625
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)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$46,824
Total Direct Costs	\$66,890
Total Indirect Costs	\$1,860
TOTAL	\$68,750

Contractor Initial: 

Exhibit C-2, Budget (FY 2025)

New Hampshire Department of Health and Human Services	
Contractor Name:	National Coalition of STD Directors
Budget Request for:	Partner Services Community Assessment
Budget Period	7/1/24 - 12/31/24 (FY 2025)
Indirect Cost Rate (if applicable)	25.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$4,049
2. Fringe Benefits	\$9,111
3. Consultants	\$4,375
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)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$30,675
Total Direct Costs	\$40,010
Total Indirect Costs	\$1,240
TOTAL	\$41,250

Contractor Initial: 

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
- 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) ^{as} <https://www.ecfr.gov/current/title-22/chapter-VI/part-513>.

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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 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 (Agreement) 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 (l)(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 (Agreement), 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 (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

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SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

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SECTION E: 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 Agreement, 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.

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SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government; and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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FORM A

As the Grantee 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: FGGXZKP4AAA8
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
- NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
- NO YES

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

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

Name: _____	Amount: _____

Contractor Name:

12/19/2023
Date:

DocuSigned by:
Dan Melman
6411C27EEC4B4/3

Name: Dan Melman
Title: Chief Operating and Financial Officer

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Exhibit D
Federal Requirements

Contractor's Initials DM
Date 12/19/2023

New Hampshire Department of Health and Human Services

Exhibit E

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.

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DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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DHHS Information Security Requirements

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

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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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

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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

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

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

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Exhibit E

DHHS Information Security Requirements

- 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.
- 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;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

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

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Business Associate Agreement
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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services
The State

DocuSigned by: Patricia M. Tilley

Signature of Authorized Representative

PATRICIA.TILLEY@dhhs.nh.gov

Name of Authorized Representative

Director

Title of Authorized Representative

12/19/2023

Date

National Coalition of STD Directors

Name of the Contractor

DocuSigned by: Dan Milman

Signature of Authorized Representative

dme1man@NCSDDC.org

Name of Authorized Representative

Chief Operating and Financial Officer

Title of Authorized Representative

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Date

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