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

Lori A. Shibanette
Commissioner

Patricia M. Tilley
Interim Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4524 1-800-852-3345 Ext. 4524
Fax: 603-271-8705 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 27, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to accept and expend funds from the Council of State & Territorial Epidemiologists (CSTE) in the amount of \$10,000 for participation in the Data Science Team Training (DSTT) program within the Overdose Data to Action program, effective upon date of Governor and Executive Council approval through June 30, 2022, and further authorize the allocation of these funds in the accounts below. 100% Other Funds.

05-95-90-902010-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, OPIOID SURVEILLANCE

SFY 2021

Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
003-400146	Federal Funds	\$10,816,111	\$0	\$10,816,111
005-401716	Other Funds	\$0	\$2,100	\$2,100
	General Funds	\$0	\$0	\$0
Total Revenue		\$10,816,111	\$2,100	\$10,818,211
020-500200	Current Expenses	\$203,085		\$205,485
030-500301	Equipment	\$15,000		\$15,000
037-500173	Technology-Hardware	\$12,313		\$12,313
038-500175	Technology-Software	\$33,500		\$33,500
039-500188	Telecommunications	\$6,636		\$6,636
041-500801	Audit Fund Set Aside	\$11,073		\$11,073
042-500620	Additional Fringe Benefits	\$6,319		\$6,319
059-500117	Temp Full Time	\$63,305		\$63,305
060-500601	Benefits	\$43,746		\$43,746
066-500543	Employee Training	\$63,455		\$63,455
070-500707	In State Travel Reimbursement	\$10,129		\$10,129
080-500717	Out-of-State Travel Reimbursement	\$69,917	\$2,100	\$72,017

085-588590	Interagency Xfr Out of Fed Funds	\$2,993,568		\$2,993,568
102-500731	Contracts for Program Services	\$7,284,066		\$7,284,066
Total Expenses		\$10,816,111	\$2,100	\$10,818,211

SFY 2022

Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
000-400146	Federal Funds	\$3,321,953	\$0	\$3,321,953
005-401716	Other Funds	\$0	\$7,900	\$7,900
	General Funds	\$0	\$0	\$0
Total Revenue		\$3,321,953	\$7,900	\$3,329,853
010-500100	Personal Services Perm Class	\$72,060		\$72,060
020-500200	Current Expenses	\$66,280	\$2,400	\$68,680
030-500301	Equipment	\$5,000		\$5,000
037-500173	Technology-Hardware	\$3,121		\$3,121
038-500175	Technology-Software	\$11,500	\$5,500	\$17,000
039-500188	Telecommunications	\$200		\$200
041-500801	Audit Fund Set Aside	\$3,700		\$3,700
042-500620	Additional Fringe Benefits	\$11,071		\$11,071
059-500117	Temp Full Time	\$53,177		\$53,177
060-500601	Benefits	\$91,810		\$91,810
066-500543	Employee Training	\$21,235		\$21,235
070-500707	In State Travel Reimbursement	\$3,595		\$3,595
080-500717	Out-of-State Travel Reimbursement	\$4,000		\$4,000
085-588590	Interagency Xfr Out of Fed Funds	\$1,014,512		\$1,014,512
102-500731	Contracts for Program Services	\$1,960,692		\$1,960,692
Total Expenses		\$3,321,953	\$7,900	\$3,329,853

EXPLANATION

The purpose of this request is to provide training and support for a team of epidemiologists and Information Technology staff in their data science and informatics projects. Division programs such as the Automated Hospital Emergency Department Data (AHEDD) System, and the Healthcare-Associated Infections (HAI) will be trained to develop cluster analysis alert detection techniques linked to response partner actions, allowing for greater early-event detection, situational awareness, and response state-wide. Once the methodology is developed, the team plans to share the techniques with additional Division programs using a train-the-trainer model, as well as present what's been learned regionally and nationally.

The Department will monitor training, purchase of materials, facilitation services and document technology practices and lessons learned using the following performance measures:

- Ensure the technology alerts and linked responses meet expectations by completing comprehensive testing of enhancements and getting response partner feedback.

- Track and resolve issues quickly to meet expectations and timeliness.
- Track change requests, business requirement documents, and work plans with code review.
- Develop, review, and track change requests, business requirement documents, and work plans with code review to ensure vendor enhancements meet expected results without rework).

Funds are needed as follows:

Class 020 (Current Expense) to provide stipends for response partner meeting facilitation to engage project partners

Class 038 (Technology-Software) to purchase Coursera Training software.

Class 080 (Out-of-State Travel) to pay for attendance of five (5) staff at the CSTE 2021 virtual Conference.

These funds may not be used to offset General Funds as they are specifically granted to the State for the purpose of providing the services described above.

These funds will not change the program eligibility levels. No new program will be established with the acceptance of these funds.

Area served: Statewide

Source of funds: These funds are 100% Other from Council of State & Territorial Epidemiologists (CSTE). Attached is the executed sub-award agreement. Notice of these funds were received on April 1, 2021. They were not included in the operating budget as the funds were not available at the time of budget development.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



FIRM FIXED SUBAWARD AGREEMENT

RECIPIENT: Council of State & Territorial Epidemiologists (CSTE) 2635 Century Parkway NE., Suite 700 Atlanta, GA 30345-3112 Federal Awarding Agency: Centers for Disease Control and Prevention Recipient Federal Award No.: 5 NU38OT000297 CFDA# 93.421 Purchase Order (PO) Number: 7490	SUBRECIPIENT: State of New Hampshire, Department of Health and Human Services, Division of Public Health Services 29 Hazen Drive, Concord NH 03301 603-271-4496 DUNS# 011040545
CSTE AUTHORIZING OFFICIAL: Janet Hamilton, MPH Executive Director	SUBRECIPIENT AUTHORIZING OFFICIAL: Brooke Provost, Administrator/Team Lead Ellen Chase-Lucard, Administrator
CSTE PROJECT MANAGER: Bernadette Aylward, MPH Program Analyst I 770-810-1375 baylward@cste.org	SUBAWARD PRINCIPAL INVESTIGATOR (PI): David Swenson AHEDD Project Manager 29 Hazen Drive, Concord NH 03301 603-271-7366 david.j.swenson@dhhs.nh.gov

PROJECT/PRODUCT DESCRIPTION (See Article I and Statement of Work, Attachment I for details):

Recipient hereby awards a fixed amount Subaward (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment I.

The Project is described as:

The Subrecipient participating in the DSTT (Data Science Team Training) program will receive a \$10,000.00 learning stipend to secure training and related training materials to support their data science and informatics projects. These funds will be used to increase the team's knowledge of data science and/or support work on the team project. All expenditures must be approved by CSTE and take place before December 31, 2021.

NH DPHS plans to expend the \$10,000.00 stipend on the following activities and allocations:

- 1) **Response partner meeting facilitation** to engage project partners - **\$2,400.00**
 - a. Estimate 6 Response Partner Facilitation meetings, each for 5 hours/meeting at \$80/hour).
- 2) **Online Coursera training courses** (SatScan, R, Python, Tableau, ESSENCE, etc. via Coursera @ <https://www.coursera.org/>) - **\$0.**
- 3) **CSTE 2021 Conference attendance** - **\$2,100** (for 5 people @ \$420/person to attend the virtual CSTE conference for the "Non-Member Full Conference" rate where this project will be presented). CSTE advised we could register for the early bird price by 04/30/21, even if it takes longer before our payment can be made.
- 4) **Software purchases** - **\$5,500** (May need to re-allocate Coursera Training course funding to software, although we are planning to use open source software).

Is this an award for research and development? **No**

DELIVERABLES: See Attachment I for details.

Participate in trainings, purchase materials, or otherwise support team learning and/or project work. Submit a final summary report using the guidance in Attachment I by December 31, 2021.

If Deliverables are not met, CSTE may demand return of funds per Article III (D) and Article IX (C).

**PERIOD OF PROJECT
PERFORMANCE:**

Start Date: 1/22/2021

End Date: 12/31/2021

SUBAWARD TYPE & AMOUNT: Firm Fixed Agreement shall be for \$10,000.00 (See Article II & III)

PAYMENT TERMS (See Article III): Note: Payment will only be made upon receipt and approval of invoice. Subrecipient shall submit invoices for allowable costs incurred per the schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable completed, milestone payment amount, and PO number. Invoices that do not reference PO number may be returned to Subrecipient.

Subrecipient Signatory's Certification:

By signing this Firm Fixed Subaward Agreement, I understand that while we will receive the full funds upfront, I certify that all subsequent invoices, reports and receipts will be, to the best of my knowledge and belief, true, complete, and accurate per 2 CFR 200.415(a). Further, all expenditures and disbursements will meet the purposes and objects as set forth in the terms and conditions of this Subaward. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise

TERMS AND CONDITIONS: See Articles I through XXVII included as a part of this Agreement for applicable Terms and Conditions.

<p>DocuSigned by: <i>Janet Hamilton</i> 4/15/2021</p> <hr/> <p>879C8F3174F047B... Janet Hamilton, MPH DATE Executive Director Council of State & Territorial Epidemiologists</p>	<p>DocuSigned by: <i>Lisa M. Morris</i> 4/1/2021</p> <hr/> <p>Lisa Morris... DATE Director, Division of Public Health Services State of New Hampshire Department of Health and Human Services</p>
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SUBAWARD TERMS AND CONDITIONS

Article I – Statement of Work

More details are set forth in Subrecipient's Statement of Work as appended hereto as Attachment I.

Article II – Cost

- A. This Agreement is a Fixed Price subaward for **\$10,000.00** unless changed by written amendment to this Agreement.
- B. All funding shall be contingent upon the availability of funds from the CDC (*Cooperative Agreement No. NU380T000297*).
- C. Subrecipient agrees to comply with all requirements, rules and regulations of 2 CFR 200, Subparts A-D, F.
- D. Subrecipient agrees to abide by the Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning of the date of the period of the performance or as amended found at: <https://www.cdc.gov/grants/federal-regulations-policies/index.html>
- E. Subrecipient is subject to audit requirements as set forth in 2 CFR 200, Subparts F (see Article XXII-Financial Audit).
- F. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313. e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- G. CSTE hereby grants to Subrecipient the right to re-budget funds to the extent necessary, as described in the uniform guidance (~~§200.308~~ and ~~§200.407~~) to achieve the maximum benefit to the CSTE and in accordance with CDC Policy.

Article III - Payment

- A. Subrecipient shall submit invoices per the invoice schedule in Attachment I. Upon receipt of proper invoices, Recipient agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, and shall include the deliverable completed, milestone payment amount, and PO number. Invoices that do not reference Recipient Purchase Order number may be returned to Subrecipient. Submission of the final invoice serves as certification as required in 2 CFR 200.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables.
- B. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts:

Bernadette Aylward
Program Analyst I
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
baylward@cste.org

- C. Payment shall be made by CSTE within thirty (30) days of receipt of proper invoice. All checks should be made payable to:

State of New Hampshire Department of Health and Human Services

and mailed to:

129 Pleasant Street, Brown Building
Concord, NH 03301

603-271-4496

- D. If Subrecipient fails to meet its Deliverables to CSTE's satisfaction, CSTE has the right to demand return of funds.

Article IV – Publicity

No Party will use the name of any other Party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article V – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of New Hampshire.

Article VI – Regulatory Compliance

- A. If Subrecipient disburses any funds received pursuant to this award it must include all mandatory federal requirements in its subawards and contracts.
- B. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (uniform grant guidance), all relevant and applicable laws and regulations of federal, state, and local governments/agencies, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.
- C. If applicable, Subrecipient assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Subrecipient will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VII – Rights in Data, Publication, and Copyright

CSTE and Subrecipient jointly own the rights in data, publication and all copyrights resulting from any publications directly created from the benefit of this subaward.

Each Party further agrees to acknowledge the other Party's participation in the Project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Subrecipient, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: "This publication (journal article, etc.) was supported by Cooperative Agreement number XXXXXXX from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE", where "XXXXXX" is the Cooperative Agreement No. referred to in Article II. B. above.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article VIII – Intellectual Property

CSTE's existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall be the exclusive property of CSTE in accordance with 37 CFR Part 401.

Article IX – Termination

- A. Either Party may terminate this Agreement hereto by giving written notice to the other Party seven (7) days in advance of a specified date of termination.
- B. This Agreement will be automatically terminated in the event that funds under the federal award are discontinued by the awarding agency for any reason. Such termination will take effect upon receipt of written notice to Subrecipient from CSTE. If there is a need to settle on an early termination, partial payment up to the termination date would be determined upon review of the Subrecipient's records.

- C. If Subrecipient fails to perform to CSTE's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, CSTE may either: (a) terminate the Agreement with written notice, effective immediately and Subrecipient shall repay CSTE for all unmet activities and deliverables, or (b) enforce the terms and conditions of the Agreement.
- D. Upon receipt of such notice from CSTE, Subrecipient shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- E. CSTE shall remain liable for all cost incurred under this Agreement, including any of the above-mentioned commitments entered into by Subrecipient in good faith prior to the receipt of the termination notice. Upon payment of such costs, CSTE shall be entitled to, and Subrecipient agrees to deliver, the information and items, which, if the Agreement had been completed, would have been required to be furnished to CSTE.

Article X – Non-Solicitation Agreement [RESERVED]

~~During the term of this Agreement and for one (1) year thereafter, Subrecipient will not offer work to, solicit, or induce for employment, employ, or contract with, personnel of CSTE without first obtaining the written consent of applicable CSTE Managing Director.~~

Article XI – Independent Contractor

- A. In the performance of all services hereunder neither Party is be deemed to be an employee of the other Party
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of the other.

Article XII – Indemnification

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this Agreement.

Article XIII – Nondiscrimination, Anti-Racism and Affirmative Action

Subrecipient acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Subrecipient certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title IV of the Civil Rights Act of 1964
- Executive order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

Article XIV – Subrecipient Certifications

- A. Debarment and Suspension

Subrecipient certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible or otherwise excluded from participation by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt

Subrecipient certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying

Subrecipient understands that all costs of influencing activities associated with obtaining grants, contracts, or cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published on February 26, 1990, including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996.

Subrecipient certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

Subrecipient certifies that it has established a Conflict of Interest Policy that complies with all requirements, rules and principles of 42 CFR Part 50, Subpart F and 45 CFR Part 94 incorporated herein by reference.

F. Misconduct in Science

Subrecipient certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Certification Against Prostitution and Sex Trafficking

Subrecipient certifies that none of the funds made available under this Agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision of individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when, proven effective, microbicides. 22 USC §§ 7601 et seq. ("the Leadership Act").

By accepting this award, the Subrecipient agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children as required by Section 7631(f).

The following definitions apply for purposes of the above provisions:

- i. "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- ii. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.
- iii. "Sex trafficking" the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

H. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Subrecipient shall comply with 2 CFR. 200.322 and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**
Subrecipient shall comply with Section 889 of the National Defense Authorization Act of 2019. The requirements of Section 889 include a prohibition on the procurement or use of certain telecommunications and video surveillance services or equipment. Subrecipient is prohibited from obligating or expending federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). "Covered video surveillance equipment" is video surveillance equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Article XV – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVI – Retention and Access to Records

Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report. Any accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under the subaward; receipt and use of any goods and services acquired under the subaward, the costs of the program supplied from other sources, and progress under the Scope of Work in Attachment I. Where a record substantiates a type of expenditure (for example, receipts, invoices, time sheets etc.) that record will include a supporting receipt and have a dated ledger entry, list the payee and include an identifying memo and line item from the approved budget.

Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the pass-through entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

Subrecipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Agreement exceeds \$150,000, Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XVIII – Debt Collection

HHS Claims Collection Regulations (45 CFR Part 30, Subpart B) provides for interest and penalties on all delinquent debts and will be applicable to this Agreement if debt collection becomes necessary.

Article XIX – Smoke-Free Workplace

Subrecipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public space.

Article XX – Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS)

Subrecipient must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:

CSTE Office of Grants and Contracts:

Jackie McClain, Senior Grants Manager

2635 Century Parkway Suite 700

Atlanta GA 30345

Email: jmccclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General:

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604

(Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Article XXI – Financial Audit

Subrecipient is subject to audit requirements as set forth in 2 CFR 200, Subpart F.

Per 2 CFR 200.501-200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Article XXII – Monitoring Plan and Reporting

CSTE will monitor Subrecipient to ensure compliance with program requirements and identify any failures in the administration and performance of the Agreement.

These reports to be submitted at least on a quarterly basis, or as defined in Attachment I, shall address work plan project activities for the previous time period, progress status, and any potential problems. In addition, Subrecipient shall report significant problems that impact the progress of scheduled work as these problems are encountered (i.e., commensurate with or independent of the quarterly progress reports, as necessary). Subrecipient shall communicate in advance anytime there will be a delay in the timeliness of reporting or a change in the PI. To the extent that CSTE requires additional information to be included in these reports, it must request such information from Subrecipient not less than ten (10) days before the report is due.

Article XXIII -- Risk Assessment, Specific Conditions and Remedies

CSTE has conducted a risk assessment and determined the Subrecipients level of risk as Low. Risk assessments may be repeated throughout the project period. If the risk assessment level is concluded to be high at any time, CSTE may require additional conditions and reporting requirements by the Subrecipient per §200.207.

In the event of noncompliance or failure to perform, CSTE has the authority to apply remedies, as defined in the Uniform Guidance (§200.338), including, but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate.

Article XXIV- CLOSEOUT OF AWARD

CSTE will close out the award when it determines that all applicable administrative actions, all required work of the Agreement have been completed and all deliverables have been submitted by the Subrecipient. Closeout procedures will be in accordance with 2 CFR § 200.343. Activities during the close-out period may include, but are not limited to:

- A. The subrecipient must submit all financial, performance, and other reports by the due dates specified in Attachment I of this Agreement
- B. The Subrecipient must fulfill its audit responsibilities as specified in Article XXII above.

Article XXV – Confidentiality

The parties do not intend to share any confidential information. However, if confidential information is inadvertently exchanged, the parties agree to safeguard the information in accordance with all applicable laws and regulations.

Article XXVI – Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXVII - Warranty

Subrecipient shall provide that any services provided under this Agreement will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Agreement shall meet the merchantability and fitness standards for the intended purpose.

IN WITNESS, WHEREOF, the Parties certify by the undersigned authorized agents that they have read this Agreement and agree to be bound by its Terms and Conditions.

Council of State and Territorial Epidemiologists

State of New Hampshire Department of Health and Human Services

BY: DocuSigned by:
Janet Hamilton
679C9F3174F047B
(AUTHORIZED SIGNATURE)

BY: DocuSigned by:
Lisa M. Morris
003800E000000000
(AUTHORIZED SIGNATURE)

Janet Hamilton, MPH
(NAME)

Lisa Morris
(NAME)

Executive Director
(TITLE)

Director, NH Division of Public Health Services, DHHS
(TITLE)

4/15/2021
(EXECUTION DATE)

4/1/2021
(EXECUTION DATE)



ATTACHMENT I to FIRM FIXED SUBAWARD AGREEMENT

1. **Name:** State of New Hampshire Department of Health and Human Services
2. **Method of Selection:** Competitive Application
3. **Period of Performance:** 1/22/2021 To 12/31/2021
4. **Invoice Schedule for PO# 7490:**

All invoices should include the appropriate PO number and upon execution of this Agreement and approval by CSTE of the Subrecipient's budget, Subrecipient may submit its invoice.

Certification: Submission of invoice serves as certification as required in 2 CFR 200.415 (a).

5. **Scope of Work:** The purpose of the Data Science Team Training (DSTT) program is to provide team-based on the job data science training to improve data science capacity at State, Territorial, Local, and Tribal (STLT) health departments. The goals of the program are 1) to improve data science capacity in STLT agencies, 2) create a peer network within and across STLT agencies, and 3) increase public health data science knowledge, skills, and abilities among STLT staff. While DSTT teams will have access to direct instruction in data science through an online platform and a peer network facilitated by CSTE, each team has individual training needs that may not be met by the core curricula offerings. State and local health departments participating in the DSTT program will receive a \$10,000.00 training stipend to secure training and related training materials to support their data science projects.

Guidance for spending the team training stipend is as follows:

- The training stipend can be used for purchase of online courses or course subscriptions, in-person classes or trainings, books, courses at local universities, or attending relevant conferences (travel and registration). Purchases must be directly related to data science, informatics, and/or team project topics.
- The training stipend can be used to engage the services of a facilitator or other services to meet project needs.
- The funding cannot be used for CSTE membership, hardware, equipment, agency personnel expenses or salary.
- For any trainings or resources not explicitly referenced here, the seller should get preapproval from CSTE.

- a. **Objectives:** DSTT team members should seek out and utilize resources related to data science and/or the team project.

- b. **Deliverables:** A final summary report addressing the following:
 - i. How the stipend supported project work, including a list of trainings/courses completed by DSTT team members as a result of the team stipend funding.
 - ii. How the team spent the stipend and whether the team would recommend that purchase (e.g., course or book, using a facilitator) for future trainees.

- c. **Timeline:** All trainings and purchases must be completed by December 31, 2021. The final summary report must be provided to CSTE by December 31, 2021.

- d. **Itemized Budget:** NH DPHS plans to expend the \$10,000.00 stipend on the following activities and allocations:
 - 1. **Response partner meeting facilitation** to engage project partners - **\$2,400.00**
 - a. Estimate 6 Response Partner Facilitation meetings, each for 5 hours/meeting at \$80/hour).
 - 2. **Online Coursera training courses** (SatScan, R, Python, Tableau, ESSENCE, etc. via Coursera @ <https://www.coursera.org/>) - **\$0**.
 - 3. **CSTE 2021 Conference attendance** - **\$2,100.00** (for 5 people @ \$420/person to attend the virtual CSTE conference for the "Non-Member Full Conference" rate where this project will be presented). CSTE advised we could register for the early bird price by 04/30/21, even if it takes longer before our payment can be made.
 - 4. **Software purchases** - **\$5,500.00** (May need to re-allocate Coursera Training course funding to software, although we are planning to use open source software).

- 6. **Method of Accountability, Monitoring Plan & Reporting:** Monitoring activities will include at a minimum: (PM add details as needed)
 - i. Reviewing Subrecipient written progress report(s)
 - ii. Requiring prior written approval for changes in activities
 - iii. scheduled conference calls and use other means of communication such as email to monitor progress
 - iv. site visits to review and evaluate performance, if needed.

- 7. **Roles and Responsibilities**
 - a. **CSTE Responsibilities:** During the established project period, CSTE will:
 - i. Serve as the Subrecipient's principal point of contact.
 - ii. Monitor the terms of the Agreement.
 - iii. Fund according to the terms of the Agreement.
 - iv. Provide information about the progress of the program to the CSTE Executive Board.

 - b. **Subrecipient Responsibilities:** The Subrecipient will have primary responsibility for the following:
 - i. Provide updates to CSTE about the project progress as needed.
 - ii. Complete the final report and other deliverables as described in the Agreement.
 - iii. Invoice CSTE according to the terms of the Agreement.