



Jeffrey A. Meyers
Commissioner

Marcella Jordan Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
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March 21, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **sole source** agreement with the University of New Hampshire, Purchase Order #1028035 (Vendor #177867-B046), 51 College Road, Durham, NH 03824 by increasing the price limitation by \$354,160 from \$839,000 to \$1,193,160 and extending the contract completion date from June 30, 2016 to June 30, 2017 to complete a Maternal, Infant and Early Childhood Home Visiting Program Evaluation, effective upon approval of the Governor and Executive Council.

The original agreement was approved by Governor and Executive Council on February 6, 2013 (Item #39), amended on September 4, 2013 (Item # 49) and amended again on September 3, 2014 (Item #24). 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, ACA MIEC

State Fiscal Year	Class	Title	Activity Code	Budget	Increase	Modified Budget
2013	102-500731	Contract for Prg Svc	9008310	\$148,000.00		\$148,000.00
2014	102-500731	Contract for Prg Svc	9008310	\$176,486.66		\$176,486.66
2015	102-500731	Contract for Prg Svc	9008310	\$253,000.00		\$253,000.00
2016	102-500731	Contract for Prg Svc	9008310	\$227,000.00		\$227,000.00
2017	102-500731	Contract for Prg Svc	9008310		\$354,160.00	\$354,160.00
			SubTotal	\$804,486.66	\$354,160.00	\$1,158,646.66

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, ACA HOME VISITING

State Fiscal Year	Class	Title	Activity Code	Budget	Increase	Modified Budget
2014	102-500731	Contract for Prg Svc	9004104	\$34,513.34		\$34,513.34
			Sub Total	\$34,513.34		\$34,513.34
			Total:	\$839,000.00	\$354,160.00	\$1,193,160.00

EXPLANATION

This is a **sole source** amendment because due to a change in the federal evaluation criteria, the project time line was impacted.

The purpose of this request is to allow the vendor enough time to complete its final phase of evaluating the Maternal, Infant and Early Childhood Home Visiting Program. Evaluation activities must take place over an extended period of time in order to make the data robust enough to examine outcomes and draw conclusions. Because of significant limitations in data access during the first two periods of the evaluation, some of the research questions from those earlier phases had to be deferred until 2015 and beyond.

The vendor will continue the analysis and evaluation of the New Hampshire Healthy Families America home visiting programs provided by local implementing agencies and their impact on health outcomes of the families served. Healthy Families America prescribes twelve (12) Critical Elements that must be implemented exactly as outlined in the Healthy Families America Best Practice Standards (<http://www.healthyfamiliesamerica.org/>). The evaluation will also describe how using a standardized data system improves programs' ability to meet the Healthy Families America standards.

Low-income pregnant and parenting women and children from birth to 8 years of age will benefit directly by this Agreement. The evaluation will compare the outcomes of families participating in the Healthy Families America program with non-participating families to determine if significant differences exist. The Home Visiting Program provides services, which include nursing visits, parenting education, information, referrals, and support. These activities are not provided elsewhere in NH. The results of this evaluation will be used to improve the critical health and family support services for children and families throughout the State.

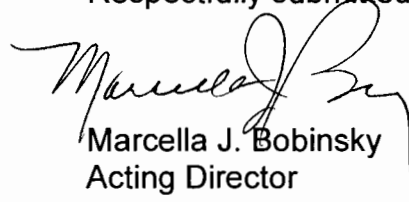
The Department is satisfied with the vendor's performance in analyzing and evaluating agencies' provision of home visiting services since the inception of the home visiting program in December of 2012 and supports the request to extend contracted services through the end of the grant term. The vendor has provided a timely final report in each of the three study areas in the vendor's Evaluation Plan. The vendor also produced a project poster for presentation at a national conference related to the home visiting program.

Should the Governor and Executive Council not approve this request, the Department could be at risk of losing federal funds that support the home visiting programs due to incomplete evaluation and analysis of the home visiting programs. Loss of funding would lead to area agencies being unable to conduct home visiting services to low-income pregnant and parenting women and children from birth to 8 years of age, which would negatively impact child readiness and achievement in school, statewide.

Source of Funds: 100% Federal Funds (CFDA#93.505; FAIN #D89MC26361 & #D89MC8272)

Should federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner

AMENDMENT #3 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 2/6/13, item # 39, Amendment # 1 on 9/4/13 item # 49, Amendment #2 on 9/3/14 item #24, for the Project titled “**Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation,**” Campus Project Director, **Tobey Partch-Davies**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☒ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other: Extend the Project Agreement end date and Incorporate the Exhibit A, Scope of Work.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **June 30, 2016** with the revised Project End Date of **June 30, 2017**, and Exhibit A, article B is revised to replace the Project Period of **12/1/2012 – 6/30/16** with **12/1/2012 – 6/30/2017**.
- Article C. is amended to expand Exhibit A by including the proposal titled, “ _____,” dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of **\$354,160** and will read:

Total State funds in the amount of **\$1,193,160** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **D89MC26361** from **US Department of Health and Human Services, Health Resources and Services Administration** under CFDA# **93.505**. Federal regulations required to be passed through to Campus as part of this Project Agreement,

and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article is amended in its entirety to read as follows:
Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- ☐ State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- ☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- ☒ Exhibit A is amended as attached.
- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

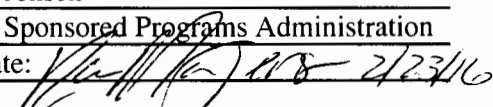
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

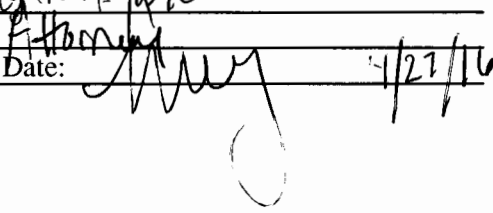
Title: Manager, Sponsored Programs Administration

Signature and Date:  2/23/16

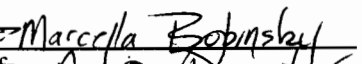
**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: Megan A. Yoyle

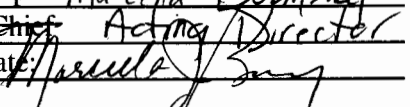
Title:

Signature and Date:  2/23/16

**By An Authorized Official of:
Department of Health and Human
Services**

Name: Brook Dupree  Marcella Bobinsky

Title: Bureau Chief Acting Director

Signature and Date:  2/23/16

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation

B. Project Period: December 1, 2012 - June 30, 2017

C. Objectives: Refer to D. Scope of Work

D. Scope of Work:

1. Continue and expand an OPRE compliant evaluation protocol using mixed-methods to study the effectiveness of the HFA and MIECHV home visiting activities in achieving desired program outcomes.
- 1.1. Conduct comparison study between HFA families and non-HFA families participating in NH Medicaid to determine whether significant differences in family outcomes exist, using equivalency matching for sample selection. (Note: Study 3b). Write final report and submit for publication if warranted.
- 1.2. Study effects of fidelity to implementation and improvements in implementation capacity resultant from CQI training intervention on family outcomes. Write final report and submit for publication if warranted. (Note: 3c)
 - 1.2.1. Conduct in-depth interviews with HFA staff to better understand how ETO data is used to improve fidelity to practice and improve family outcomes.
- 1.3. Conduct secondary analysis on enrollment and retention factors that may serve to predict retention or attrition in the HFA program.
- 1.4. Survey HFA families and HFA staff to increase understanding about the factors associated with recruitment and retention of HFA families and HFA workers. Submit for publication if warranted.
- 1.5. Evaluate the effectiveness of an HFA workforce development recruitment and retention strategy. Purpose of the study is to test the effectiveness of a staff recruitment and support strategy and its effectiveness on worker retention (staff level) and family outcomes (individual level). Note: State Team and HFA sites will employ PDSA cycles and CQI practices to operationalize the identified workforce development strategy. Write final report and submit for publication if warranted.
 - 1.5.1. Using results from the HFA worker and family survey/focus group study (1c) test a cultural competency training/retention strategy (socio-economic, ethnic, cultural, linguistic, LBGTQ, disability, substance use/abuse competencies).
- 1.6. Evaluate the effectiveness of an HFA family recruitment and retention strategy to increase the enrollment and retention of HFA families in the HFA program. Note: State Team and HFA sites will employ PDSA cycles and CQI practices to operationalize the identified workforce development strategy. Write final report and submit for publication if warranted.
 - 1.6.1. Using results from the HFA worker and family survey/focus group study (1c) explore the interactions between “joined up” services shared between HFA sites and partner agencies in the recruitment and retention of HFA families, and HFA family outcomes (i.e. treatment/recovery service joined with HFA).
 - 1.6.2. Using results from the HFA worker and family survey/focus group study (1c) develop a financial resources intervention to test whether financial coaching services significantly improve family wellbeing of the intervention group compared to the comparison group.

- 1.7. Evaluate the results of a Home Visiting Observation and the extent to which HFA home visitors fulfill fidelity to HFA home visiting practice. HFA sites will record interactions of home visitors and families and home visiting procedures will be coded for fidelity to practice. Results will be used in home visiting supervisions for quality improvement purposes. Results will be incorporated into peer review and/or supervisions for quality improvement. Worker fidelity to implementation will be analyzed to determine extent to which quality improvement efforts improve worker fidelity to practice.
- 1.8. Provide brief, monthly, infographics (snapshots) on a particular data point related to HFA implementation for use and interpretation by HFA staff.
2. Establish IRB approval and continuing review approval for all MIECHV program evaluation activities, ongoing, as needed.
3. Establish a contract and scope of work with Social Solutions to secure necessary reporting and data dumps for all study areas requiring data harvesting from NH-HFA ETO software.
4. Establish a contract and scope of work with necessary community partners to fulfill roles as community partners in evaluation protocol for HFA worker and HFA family recruitment and retention study areas.
5. Work closely with community partners and state team to ensure primary and secondary data is secured, analyzed and results produced in timely fashion.
6. Provide monthly status reports related to the scope of work
7. Participate in biweekly status meetings with State Team, quarterly HRSA meetings, and other necessary communications as required to fulfill project activities.
8. Translate knowledge gained about NH MIECHV home visiting program through conferences and publications as mutually agreed with state team.
9. The Contractor shall moderate comments published to the social media account which include but are not limited to:
 - 9.1 limit comments
 - 9.2 immediately remove all inappropriate comments, tweets, or posts that include the following regardless of format:
 - 9.2.1 Comments not topically related
 - 9.2.2 Content that contains profanity
 - 9.2.3 Content that promotes, fosters or perpetuates discrimination including, but not limited to, discrimination based on race, creed, national origin, color, age, religion, gender, marital status, status with regard to public assistance, physical or mental disability, weight, physical appearance or sexual orientation
 - 9.2.4 Sexual content or links to sexual content
 - 9.2.5 Solicitation of commerce or business opportunity
 - 9.2.6 Conduct or encouragement of illegal activity
 - 9.2.7 Information that is confidential or protected
 - 9.2.8 Information that may tend to compromise the safety or security of the public or public system
 - 9.2.9 Content that violates a legal ownership or interest of any other party
 - 9.2.10 Threats, or content that is or could be considered harassment
 - 9.2.11 Any other content that is inconsistent with, or may be contrary to the mission and purpose of DHHS
 - 9.3 Ensure that all social media accounts shall display a notice that states the following:
 - 9.3.1 "Reference to any specific commercial products, processes or services, or the use of any trade, firm or corporation name does not constitute endorsement or recommendation by DHHS or its employees.

E. Deliverables Schedule: Refer to D. Scope of Work

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories, billed separately by State FY. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Carryforward of unexpended funds from one FY to the next will require prior State approval.

Budget Items	FY 16	FY16	FY16	FY17	Total FY16 & FY17 Budget
	Original budget	Increase this Amendment	Total revised budget	Additional funding this amendment	
1. Salaries & Wages	136,443	16,122	152,565	137,295	289,860
2. Employee Fringe Benefits	47,600	2,314	49,914	44,275	94,189
3. Travel	4,962	3,000	7,962	9,479	17,441
4. Supplies and Services	8,386	69,138	77,524	26,603	104,127
5. Equipment	0	0	0	0	0
6. Facilities & Admin Costs	29,609	13,586	43,195	32,348	75,543
			0		0
Totals	227,000	104,160	331,160	250,000	581,160

Total Increase this Amendment FY16 \$104,160, FY17 \$250,000 = \$354,160

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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24 MTJ

G&C Approval Date: 09/03/2014

G&C Item #: 24

August 5, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

SOLE SOURCE
RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a **sole source** amendment with the University of New Hampshire, Purchase Order #1028035 (Vendor #177867-B046), 51 College Road, Durham, New Hampshire 03824 by increasing the Price Limitation by \$480,000 from \$359,000 to \$839,000 to provide Maternal, Infant and Early Childhood Home Visiting Program Evaluation, and extend the Completion date from August 31, 2014 to June 30, 2016, to be effective **retroactive** to August 31, 2014 upon Governor and Executive Council approval. This agreement was originally approved by Governor and Council on February 6, 2013, item #39 and amended on September 4, 2013, item #49.

Funds are available in the following account for SFY 2015 and are anticipated to be available in SFY 2016, upon the availability and continued appropriation of funds in the future operation budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, ACA MIEC

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 13	102-500731	Contract for Prog Svc	90083100	\$148,000.00	\$0.00	\$148,000.00
SFY 14	102-500731	Contract for Prog Svc	90083100	\$176,486.66	\$0.00	\$176,486.66
SFY 15	102-500731	Contract for Prog Svc	90083100	\$0.00	\$253,000.00	\$253,000.00
SFY 16	102-500731	Contract for Prog Svc	90083100	\$0.00	\$227,000.00	\$227,000.00
			Sub-Total	\$324,486.66	\$480,000.00	\$804,486.66

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, ACA HOME VISITING

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 14	102-500731	Contract for Prog Svc	90004104	\$34,513.34	\$0.00	\$34,513.34
			Sub-Total	\$34,513.34	\$0.00	\$34,513.34
			Total	\$359,000.00	\$480,000.00	\$839,000.00

EXPLANATION

This is a **sole source** request to exercise an amendment to renew and extend the project completion date with the University of New Hampshire. The University of New Hampshire has been providing intensive Program Evaluation for the Maternal, Infant and Early Childhood Home Visiting Program since February 6, 2013; therefore the Department wishes to continue services with the same vendor. This request is **retroactive** because the availability of some of the federal funds could not be confirmed until state fiscal year 2014 was closed, thereby delaying processing of the amendment in a timely fashion. The existing contract expires August 31, 2014, making it necessary to request this amendment be approved retroactively to avoid a break in services.

The Department is identifying this contract as "sole source" because there is not a renewal option identified in the contract agreement. However, as referenced in the original letter approved by Governor and Council on February 6, 2013, Item # 39, and in the Request for Proposals, Renewals Section, the Department and vendor intended to include an option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Funds in this agreement will be used to continue the analysis and evaluation of New Hampshire's Healthy Families America home visiting programs and the impact of program implementation on health outcomes for families served. Healthy Families America prescribes twelve (12) Critical Elements (see Attachment 1) that must be implemented exactly as outlined in the model. The second round of evaluation will focus on new aspects of the implementation including the initiative's data system, a second training intervention for staff on continuous quality improvement, and the influence of Healthy Families America program ideas, standards, and strategies on non- Healthy Families America staff and programs co-located with Healthy Families America staff in grantee agencies.

The evaluation will focus on the agencies and families served in the Healthy Families America home visiting programs funded through the federal Maternal, Infant and Early Childhood Home Visiting grant. The evaluation plan will include a review of agencies' successful measurement of the following six (6) required benchmarks: 1) improved maternal and newborn health; 2) child injuries, child abuse, or maltreatment and emergency room visits; 3) improvements in school readiness and achievement; 4) domestic violence; 5) family economic self-sufficiency; and 6) coordination and referrals. In addition, the evaluation will describe how using a standardized data system improves programs' ability to meet Healthy Families America standards which, in turn, improves family outcomes.

Low-income pregnant and parenting women and children from birth to 8 years of age will benefit directly by this Agreement. The evaluation results will be used to improve the critical health and family support services for children and families throughout the State. This evaluation will also assure that Federal Funds associated with the provision of these services are utilized in an effective and efficient manner. These activities have been designed for this specific home visiting program that is not provided elsewhere in New Hampshire. The University of New Hampshire provides expert evaluators whose skills and experience are not available among project staff in the Maternal and Child Health Section.

Should Governor and Executive Council not authorize this Request, the Maternal and Child Health Section will not have the internal capacity to conduct the evaluation and meet the requirements of the Federal Funds. Programs will not have the information they need to improve the effectiveness of the program. Without the implantation of the federally approved New Hampshire Home Visiting Plan and associated services identified in this request, the state risk the loss of Federal Funds and will be out of compliance with federal requirements.

The University of New Hampshire was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from July 11, 2012 through August 17, 2012. In response to the Request for Proposals for Maternal, Infant, and Early Childhood Home Visiting Program Evaluation, four proposals were submitted and evaluated by a committee of seven reviewers. The proposal from the University of New Hampshire achieved the highest average score and was selected. The Bid Summary is attached.

University of New Hampshire will provide the following deliverables to measure the effectiveness of the agreement:

- Submit a final report for each of the three study areas in the approved Evaluation Plan;
- Prepare one article for submission to a peer review journal;
- Create a presentation discussing the findings of each study area; and
- Produce a project poster for presentation at a national conference.

Area served: statewide.

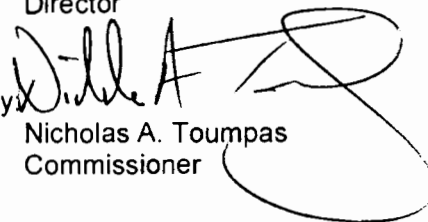
Source of Funds: 100% Federal Funds from U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 5, 2014
Page 4

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

Respectfully submitted,


José Thier Montero, MD, MHCDS
Director

Approved by 
Nicholas A. Toumpas
Commissioner



**healthy
families
america**

Essential Components of HFA

HFA's 12 Critical Elements are the essential components of the HFA model of home visiting that have been identified as critical to the success of the program.

Service Initiation

1. **Initiate services prenatally or at birth.**
 - a. Screening and assessment within two weeks after the birth of the baby (up to 20% of families can fall outside of this timeframe).
 - b. First home visit within three months after the birth of the baby – preferably prenatally (up to 20% of families can fall outside of this timeframe).
 - c. Must track and measure acceptance rates, complete an acceptance analysis of families who refuse services compared to families who accept services and identify strategies to increase acceptance rates every two years.
2. **Standardized (i.e. in a consistent way for all families) assessment**
 - a. Parent Survey (formerly the Kempe Family Stress Checklist) is conducted to identify the family strengths as well as family history and/or issues related to higher risk of child maltreatment and/or poor childhood outcomes.
 - b. Staff must be well trained in how to administer and score the assessment.
3. **Offer services voluntarily and use positive outreach efforts to build family trust.**
 - a. Services must be voluntary
 - b. Program staff must identify positive ways to establish a relationship with a family and keep families interested and connected over time because many participants are often reluctant to engage in services and may have difficulty building trusting relationships.
 - c. Must track and measure retention of participants at different intervals (i.e., 6 months, 12 months, 24 months, etc.), complete a retention analysis of families who drop out of services compared to families who remain in services and identify strategies to increase retention rates every two years.

Service Content

1. **Offer services intensively with well-defined criteria for increasing or decreasing frequency of service and over the long-term**
 - a. Services offered AT LEAST WEEKLY during the 1st six months after the birth of the baby.
 - b. Family's progress is used for determining service intensity – as family's confidence and self sufficiency increases frequency of visits decrease.
 - c. Programs offer services a minimum of three years and up to five years after the birth of the baby.
5. **Services are culturally sensitive**
 - a. Programs must track service population characteristics
 - b. Ethnic, racial, language, demographic, and other cultural characteristics identified by the program must be taken into account in when selecting program materials (i.e., curriculum) and overseeing staff-family interactions.
 - c. Staff receive training designed to increase understanding and sensitivity of the unique characteristics of the service population.
 - d. The program analyzes through the development of a cultural sensitivity review the extent to which all aspects of its service delivery system (assessment, home visitation, and supervision) are culturally sensitive.

- 6. Services focus on supporting the parent as well as supporting parent-child interaction and child development.**
- a. Home visiting staff discuss and review, in supervision and with families, issues identified in the initial assessment during the course of home visiting services.
 - b. Home visitors must develop an Individual Family Support Plan (IFSP) that identifies strengths, needs, goals, and objectives. The IFSP must be reviewed in supervision and serve as a guide for services.
 - c. The program must promote positive parent-child interaction, child development skills, and health and safety practices with families through the use of curriculum and other educational materials.
 - d. The program monitors the development of participating infants and children with a standardized developmental screen, tracks children who are suspected of having a developmental delay and follows through with appropriate referrals and follow-up. Home visitors must be trained in the use of the developmental tool.
- 7. At a minimum, all families should be linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.**
- a. Participating Target Children must be linked to a medical/health care provider
 - b. The program ensures immunizations are up-to-date for target children and provides information, referrals, and linkages to available health care resources for all participating family members.
 - c. Families are connected to additional services in the community.
- 8. Services are provided by staff with limited caseloads**
- a. No more than 15 families on weekly service intensity
 - b. No more than 25 families at any given service intensity

Staff Characteristics

- 9. Service providers are selected because of their personal characteristics (i.e. non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job. Service providers have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families.**
- a. Each program has required criteria to screen for during employment.
 - b. Must follow EOE protocol
 - c. Must follow HR protocol (job postings, interview questions, 2 references).
 - d. Must have criminal background checks and if possible CAN registry checks.
 - e. Must complete a staff turnover analysis every two years and include staff satisfaction in an effort to retain staff.
- 10. All service providers (assessment, home visitors, supervisors) must receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.**
- a. All service providers must receive Orientation training prior to working with families (topics outlined in best practice standards)
 - b. All service providers must receive intensive training based on their role specific assessment or home visiting
 - c. All service providers must receive Wraparound training topics (topics outlined in best practice standards) within 6 months and 12 months of hire (distance learning modules and/or in person)
 - d. All service providers must receive ongoing training based on their current skill set in an effort to continue to build skills and competencies.
- 11. Service providers receive intensive training specific to their role.**
- a. All service providers must receive HFA CORE (assessment or home visiting) training from a certified HFA trainer within 6 months of hire.
 - b. Supervisors also receive training based on the track (assessment or home visiting) they supervise and administrative, clinical and reflective practice training from a certified HFA trainer within 6 months of hire.

12. Service providers receive ongoing, effective accountable, clinical and reflective supervision.

- a. Direct service providers must receive weekly, individualized supervision.
- b. Full time supervisors are to have 6 or fewer direct services staff.
- c. Direct service staff must receive skill development and professional support and be held accountable for the quality of their work.
- d. Supervisors and Program Managers are also held accountable for the quality of their work and provided with skill development and professional support

13. Governance & Administration (not a Critical Element)

- a. Programs must have an Advisory Committee to focus on program planning, implementation and evaluation.
- b. Participants must have a mechanism for providing feedback, including a grievance process.
- c. The program must monitor and evaluate the quality of services through analyzing the ability to meet program goals and objectives, and through the implementation of a quality assurance plan.
- d. Programs must have policy and procedures for reviewing and recommending approval or denial of research proposals, whether internal or external, which involve past or present families.
- e. Programs must have policy and procedures for informing families of their rights and ensuring confidentiality of information both during the intake process as well as during the course of services.
- f. The program must report suspected cases of child abuse and neglect to the appropriate authorities and have proper policy and procedures for doing so.
- g. The program must have a comprehensive policy and procedure manual outlining all of the necessary policy and procedures.
- h. Programs must have an operating budget, annual report and audit.

Program Name Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation
Contract Purpose The evaluation will focus on the agencies and families served in HVNH-HFA programs funded through the federal MIECHV Development Grant.

RFP Score Summary

RFA/RFP CRITERIA	Max Pts	UNH Institute on Disability, Durham, NH	KMC Research Corporation, Portsmouth, NH	JSI/Community Health Institute, Bow, NH	Forward Consultants, New York, NY
Agcy Capacity	30	27.00	24.00	25.00	23.00
Program Structure	50	47.00	38.00	43.00	35.00
Budget & Justification	15	14.00	9.00	14.00	10.00
Formal	5	5.00	5.00	5.00	4.00
Total	100	93.00	76.00	87.00	72.00

BUDGET REQUEST	Year 01	Year 02	Year 03	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	Year 03	TOTAL BUDGET AWARDED
	148,000.00	147,987.46	148,000.00	148,000.00		148,000.00	148,000.00	148,000.00	148,000.00
	110,999.00	110,999.21	111,000.00	110,000.00		110,000.00	110,000.00	110,000.00	110,000.00
	258,999.00	258,986.67	259,000.00	258,000.00		258,000.00	259,000.00	258,000.00	258,000.00
	148,000.00	-	-	-		-	-	-	-
	111,000.00	-	-	-		-	-	-	-
	259,000.00	-	-	-		-	-	-	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Abby Bourgeois	Home Visiting Intern	DPHS, MCHS	Reviewers have between one and twenty-five years experiences in a variety of program settings including managing programs and/or agreements with vendors for various public health and family support programs and direct provision of evaluation and home visiting services. Areas of specific expertise include Maternal and Child Health, Family Support, Child Abuse Prevention, Home Visiting, Evaluation, Epidemiology, and general public health infrastructure.
2	Becky Berk	Director Technical Assistance & Evaluation	NH Children's Trust, Inc.	
3	Erica Piro	HV Program Manager II	DPHS, MCHS	
4	Kam Flyn	Nutrition Consultant	volunteer	
5	Lissa Sirois	Health Promotion Advisor	DPHS, WIC	
6	Marie Kiehl	MCH Data Program Manager	DPHS, MCHS	
7	Susan Knight	Program Planner III	Chronic Disease Asthma	

Revised: 11/15/2014

RFP Score Summary & Summary of
 SUMMARY of RFPs for GRC

AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 2/6/13, item # 39, Amendment # 1 on 9/4/13 item # 49, for the Project titled "**Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation**," Campus Project Director, **Tobey Partch-Davies**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☒ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other: Extend the Project Agreement end date and Incorporate the Business Associate Agreement in standard Exhibit I included herewith.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **August 31, 2014** with the revised Project End Date of **June 30, 2016**, and Exhibit A, article B is revised to replace the Project Period of **12/1/2012 – 8/31/2014** with **12/1/2012 – 6/30/2016**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "_____", dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of **\$480,000** and will read:

Total State funds in the amount of **\$839,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **D89MC26361** from **US Department of Health and Human Services, Health Resources and Services Administration** under CFDA# **93.505**.

Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

- ☐ State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- ☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- ☒ Exhibit A is amended as attached.
- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

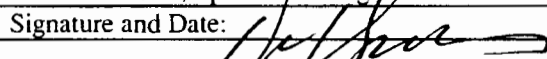
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

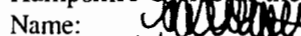
**By An Authorized Official of:
University of New Hampshire**

Name: Victor Sosa

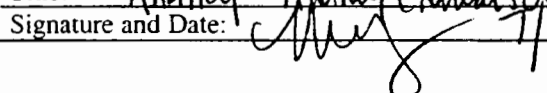
Title: Director, Sponsored Programs Administration

Signature and Date:  7-8-14

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name:  Megan A. Yodanis

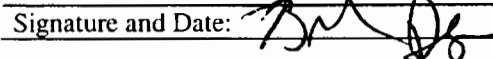
Title: Attorney - Attorney General's Office

Signature and Date:  7/23/14

**By An Authorized Official of:
Department of Health and Human
Services**

Name: Brook Dupee

Title: Bureau Chief

Signature and Date:  7/17/14

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

A. Project Title: Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation

B. Project Period: December 1, 2012 - June 30, 2016

C. Objectives: Refer to D. Scope of Work

D. Scope of Work:

1. a. On a quarterly basis, prepare status update for presentation to home visiting agencies in collaboration with the Evaluation Coordinator.
 - b. Provide technical assistance to program staff on all evaluation-related issues as needed via telephone, fax, e-mail and in person.
 - c. Coordinate all technical assistance and training with MCH and the Home Visiting Capacity Building Contract Agency as needed.
 - d. Status Meetings: These required meetings will be convened by the Evaluation Coordinator and will be conducted at least biweekly. Meetings will address overall Project status and any additional topics needed to remain on schedule and within budget. A Status Report produced by the Contractor at least once per month will serve as the basis for discussion. Participants will include, at a minimum, the Contractor Project Manager and a DPHS Home Visiting Program staff member. Status meetings may be conducted in person, or via conference call or Web conference. Contractor will provide technical support for conference call or web conference services as needed/requested by MCH staff.
 - e. The Contractor will produce monthly Project Status Reports, which shall contain, at a minimum, the following:
 - i. Project status as it relates to Work Plan
 - ii. Updated Work Plan
 - iii. Deliverables status
 - iv. Accomplishments during weeks being reported
 - v. Planned activities for the upcoming one (1) month period
 - vi. Future activities
 - vii. Issues and concerns requiring resolution
 - viii. Report and remedies in case of falling behind schedule
-
2. Focusing and Finalizing the Evaluation Plan
 - a. Produce a final Evaluation Plan and submit for federal approval according to HRSA and OPRE/ACF deadlines. Although not limited to the following, HRSA and OPRE/ACF will require the Evaluation Plan to:
 - i. Discuss how the evaluation will be conducted;
 - ii. Articulate the proposed evaluation methods, measurement, data collection, sample and sampling (if appropriate), timeline for activities, plan for securing IRB review, and analysis;
 - iii. Identify the evaluator, cost of the evaluation, and the source of funds;

- iv. Use an appropriate comparison condition, if the research is measuring the impact of the home visiting model on participant outcomes;
 - v. Contribute to the development of a knowledge base around evidence-based home visiting programs, with an emphasis on factors associated with developing or enhancing the state's capacity to support and monitor the quality of these programs, as well as using research to help guide program planning and implementation.
 - vi. Justify the rigor of the evaluation plan. HRSA and ACF expect states to engage in an evaluation of sufficient rigor to demonstrate potential linkages between project activities and improved outcomes. Rigorous research/evaluation must meet requirements of credibility, applicability, consistency and neutrality as stated in the Design Option for Home Visiting Evaluation Technical Assistance Brief, available at http://www.mdrc.org/dohve/dohve_resources.html.
 - b. Fulfill all project activities proposed in the evaluation plan as approved by ACF/OPRE.
3. Gather Credible Evidence
- a. Design and implement the necessary data management method(s) for collecting survey response data from community agencies and CQI activity data in complementary manner with existing data systems including Efforts to Outcomes (ETO) data system. This work is subject to the delivery of data by Social Solutions and MCH ETO Administrator. Work collaboratively with Social Solutions and MCH ETO administrator in supporting data extraction and reporting including those data extractions needed for data analysis required for evaluation, federal benchmark reporting and for the CQI research intervention and leadership replication.
 - b. Utilize client outcome data collected in established data collection systems, including but not limited to the ETO data system, and other available data sources that may be used as comparison group data for the purpose of CQI. This work is subject to the delivery of data by Social Solutions and MCH ETO Administrator. In addition, archival data contained in the Family Assessment Form and Excel spreadsheets may also be utilized as needed. This work is subject to delivery by MCHS unless data is migrated to the ETO system, at which time it is subject to the delivery by Social Solutions.
 - c. Complete analysis of program data. Data used for this evaluation shall be de-identified data previously collected from families participating in the HFA Home Visiting Program, and data collected from agencies and staff participating in MCHS required meetings and trainings, including but not limited to MCHS required quarterly meetings, HFA Core trainings and data systems. This work is subject to delivery by MCHS unless data is migrated to the ETO system, at which time it is subject to the delivery by Social Solutions.
 - d. Implement the following evaluation activities/strategies for investigation during this second phase of evaluation: a fidelity monitoring system; a replication of the Leadership intervention provided in the first phase of evaluation; the addition of a Continuous Quality Improvement intervention; and if project is amended to continue with increased budget, implementation and client outcomes sub study and systems level implementation study as resources allow.
4. Justify Conclusions
- a. Present preliminary and final findings to stakeholders to assure conclusions are justified and meet the agreed upon values and standards of stakeholders.
5. Ensure Use and Share Lessons Learned
- a. Coordinate with MCH to ensure that analysis of evaluation data leads to CQI at the state, agency, and practitioner levels.

[Signature]
7/8/14

- b. Produce a draft report by July 31, 2015 summarizing the evaluation findings and presenting draft recommendations and conclusions.
- c. Produce a final report by August 31, 2015 after receiving feedback from stakeholders. The report shall include but not be limited to:
 - i. Program description
 - ii. Description of involvement with stakeholders
 - iii. Literature review of implementation research
 - iv. Focus of the evaluation and its limitations
 - v. Summary of evaluation plan and procedures
 - vi. All necessary technical information
 - vii. Strengths and weaknesses of the evaluation
 - viii. Explain evaluative judgments and how they are supported by evidence
 - ix. Recommendations with their advantages, disadvantages, and resource implications
 - x. Provide examples, illustrations, graphics and stories
- d. In partnership with DPHS, submit article for publication in a peer-reviewed journal by October 2014 and again by October 2015.
- e. Develop a PowerPoint presentation of the evaluation, findings, and recommendations.
- f. Develop a display suitable for a poster session.
- g. Disseminate lessons learned through the evaluation to stakeholders and at two (2) professional meetings such as the 2015 AMCHP Annual Conference, Fifth National Summit on Quality in Home Visiting Programs, and HFA Leadership Conference.

E. Deliverables Schedule: Refer to D. Scope of Work

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories, billed separately by State FY. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Carryforward of unexpended funds from one FY to the next will require prior State approval.

Budget Items	FY 15	FY 16	Total
1. Salaries & Wages	111,223	136,443	247,666
2. Employee Fringe Benefits	32,886	47,600	80,486
3. Travel	8,687	4,962	13,649
4. Supplies and Services	67,204	8,386	75,590
5. Equipment	0	0	0
6. Facilities & Admin Costs	33,000	29,609	62,609
Subtotals	253,000	227,000	480,000
Total Project Costs:			480,000

[Signature]
7-8-14

STANDARD EXHIBIT I

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

Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation
December 1, 2012 – August 31, 2014

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

[Signature]
7-8-14

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional reasonable security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with 45 CFR 164.410.

- b. The Business Associate shall comply with all applicable and required sections of the Privacy and Security Rule as set forth in 45 CFR Parts 160 and 164.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. 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.
- g. 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.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such

PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

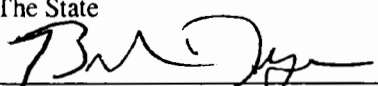
(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS

The State

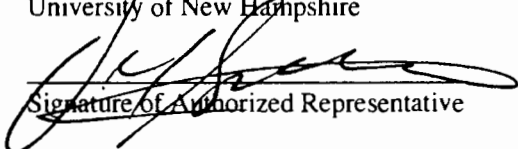

Signature of Authorized Representative

Brook Dupee

Bureau Chief

7/15/14
Date

University of New Hampshire


Signature of Authorized Representative

Victor Sosa

Director, Sponsored Programs Administration

7-8-14
Date



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



August 12, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

*sole source
100% Federal Funds*

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, Home Visiting Program, to exercise a **sole source** amendment with University of New Hampshire Purchase Order #1028035 (Vendor #177867-B046), 51 College Road, Durham, New Hampshire 03824, by increasing the Price Limitation by \$100,000.00 from \$259,000.00 to \$359,000.00 to provide Maternal, Infant and Early Childhood Home Visiting Program Evaluation, and extend the Completion Date to August 31, 2014, effective the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on February 6, 2013, item #39.

From Feb 28, 2014

Funds are available in the following account for SFY 2014 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA MIEC

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90083100	\$148,000.00	\$0.00	\$148,000.00
SFY 2014		Contracts for Prog Svc	90083100	\$76,486.66	\$100,000.00	\$176,486.66
			Sub-Total	\$224,486.66	\$100,000.00	\$324,486.66

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90004104	\$34,513.34	\$0.00	\$34,513.34
			Sub-Total	\$34,513.34	\$0.00	\$34,513.34
			Total	\$259,000.00	\$100,000.00	\$359,000.00

EXPLANATION

This is a **sole source** request to exercise an amendment and extend a project completion date with the University of New Hampshire. The University of New Hampshire has provided intensive Program Evaluation for the Maternal, Infant and Early Childhood Home Visiting Program. The project initially experienced delays in start-up due to changing guidance, additional review processes and feedback from the Federal Maternal, Infant, and Early Childhood Home Visiting Technical Assistance Coordinating Center. The Health Resources and Services Administration requested that the original evaluation plan be revised to incorporate additional rigorous evaluation methods and strategies. The Federal funder has also requested additional home visiting evaluation methods including increased training and coaching of the staff that provide Home Visiting New Hampshire Healthy Families America programs. In response to this feedback, the University of New Hampshire Evaluation Team has proposed to incorporate an additional leadership intervention into the original evaluation plan. This intervention is designed to illustrate and evaluate how leadership at the community and state level is an important component in successful implementation of evidence-based programs. This additional evaluation strategy, as required by Federal Funders, requires an extended project completion date and additional funds to support these activities.

Funds in this amendment will be used to analyze and incorporate additional rigorous evaluation methods to evaluate the effectiveness of the Home Visiting New Hampshire Healthy Families America programs and the impact of program implementation on health outcomes for families served. The University of New Hampshire will evaluate implementation by measuring the attitudes, knowledge and skills of home visiting staff and how this impacts their ability to provide quality, effective services.

The evaluation will focus on the agencies and families served in the Home Visiting New Hampshire Healthy Families America programs funded through the federal Maternal, Infant and Early Childhood Home Visiting Development grant. The evaluation plan will describe how early childhood services are coordinated at a State and local level, and will include a review of agencies' successful measurement of the following six (6) required benchmarks:

1. improved maternal and newborn health;
2. child injuries, child abuse, or maltreatment and emergency room visits;
3. improvements in school readiness and achievement;
4. domestic violence;
5. family economic self-sufficiency; and
6. coordination and referrals.

Low-income pregnant and parenting women and children from birth to 3 years of age will benefit directly by this Agreement. The evaluation results will be used to improve the critical health and family support services for children and families throughout the State. This evaluation will also assure that Federal Funds associated with the provision of these services are utilized in an effective and efficient manner.

Should Governor and Executive Council not authorize this Request, the Maternal and Child Health Section will not have the internal capacity to conduct the evaluation and meet the requirements of the Federal Funds. Programs will not have the information they need to improve the effectiveness of the program. Without the implementation of the federally approved New Hampshire Home Visiting Plan and associated services identified in this request, the State risks the loss of Federal Funds and will be out of compliance with federal requirements.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 12, 2013
Page 3

The University of New Hampshire was originally selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from July 11, 2012 through August 17, 2012. In addition, email notices were distributed through Spark New Hampshire, the state's Early Childhood Advisory Council, and an optional Bidders' Conference webinar was held via GoToMeeting on July 31, 2012.

In response to the Request for Proposals for Maternal, Infant, and Early Childhood Home Visiting Program Evaluation, four proposals were received. A committee of seven reviewers evaluated the proposals, including five Department of Health and Human Services personnel and two external reviewers. All reviewers have between one and twenty-five years experience in a variety of program settings including, managing programs and/or agreements with vendors for various public health and family support programs and direct provision of evaluation and home visiting services. Areas of specific expertise include Maternal and Child Health; Family Support; Child Abuse Prevention; Home Visiting; Evaluation; Epidemiology, and general public health infrastructure. Proposals were scored taking an average of all reviewers' scores. The proposal from the University of New Hampshire achieved the highest average score and was selected. The proposal was scored on agency capacity, program structure, budget and justification, and format. The University of New Hampshire was selected in accordance with the evaluation criteria set forth in the Request for Proposals following careful review and discussion. The Bid Summary is attached.

These services were contracted previously with this agency in SFY 2013 and SFY 2014 in the amount of \$259,000.00. This represents an increase of \$100,000.00. This increase is necessary since the federal technical assistance review indicated the need for more rigorous evaluation methods. The amendment adds a leadership intervention, which the UNH will administer and evaluate in partnership with the National Implementation Science Network.

The following deliverables are being used to measure the effectiveness of the agreement. The first two have been met as indicated.

- Contractor has submitted, and will continue to submit, bi-weekly Status Reports to Home Visiting Evaluation Coordinator via face-to-face, conference call and/or Web conference.
- Contractor produced the required Evaluation Plan within the agreed upon timeframe and submitted to Federal HRSA Office for approval.
- Contractor will develop a standardized client satisfaction survey.
- Contractor will submit a journal article for peer review and publication at the completion of the evaluation.

Area served: statewide.

Source of Funds: 100% Federal Funds from U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 12, 2013
Page 4

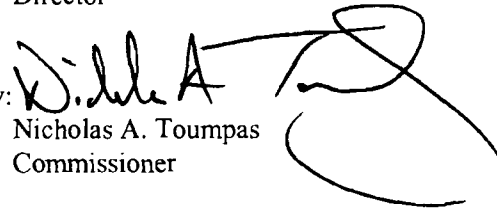
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**healthy
families
america**

www.healthyfamiliesamerica.org

Essential Components of HFA

HFA's 12 Critical Elements are made up of the 12 Essential Components of HFA. The 12 Essential Components are organized into three categories: Service Population, Service Content, and Service Delivery.

Service Population

1. **Initiate services prenatally or at birth.**
 - a. Screening and assessment within two weeks after the birth of the baby (up to 20% of families can fall outside of this timeframe).
 - b. First home visit within three months after the birth of the baby – preferably prenatally (up to 20% of families can fall outside of this timeframe).
 - c. Must track and measure acceptance rates, complete an acceptance analysis of families who refuse services compared to families who accept services and identify strategies to increase acceptance rates every two years.
2. **Standardized (i.e. in a consistent way for all families) assessment**
 - a. Parent Survey (formerly the Kempe Family Stress Checklist) is conducted to identify the family strengths as well as family history and/or issues related to higher risk of child maltreatment and/or poor childhood outcomes.
 - b. Staff must be well trained in how to administer and score the assessment.
3. **Offer services voluntarily and use positive outreach efforts to build family trust.**
 - a. Services must be voluntary
 - b. Program staff must identify positive ways to establish a relationship with a family and keep families interested and connected over time because many participants are often reluctant to engage in services and may have difficulty building trusting relationships.
 - c. Must track and measure retention of participants at different intervals (i.e., 6 months, 12 months, 24 months, etc.), complete a retention analysis of families who drop out of services compared to families who remain in services and identify strategies to increase retention rates every two years.

Service Content

4. **Offer services intensively with well-defined criteria for increasing or decreasing frequency of service and over the long-term**
 - a. Services offered AT LEAST WEEKLY during the 1st six months after the birth of the baby.
 - b. Family's progress is used for determining service intensity – as family's confidence and self sufficiency increases frequency of visits decrease.
 - c. Programs offer services a minimum of three years and up to five years after the birth of the baby.
5. **Services are culturally sensitive**
 - a. Programs must track service population characteristics
 - b. Ethnic, racial, language, demographic, and other cultural characteristics identified by the program must be taken into account in when selecting program materials (i.e., curriculum) and overseeing staff-family interactions.
 - c. Staff receive training designed to increase understanding and sensitivity of the unique characteristics of the service population.
 - d. The program analyzes through the development of a cultural sensitivity review the extent to which all aspects of its service delivery system (assessment, home visitation, and supervision) are culturally sensitive.

- 6. Services focus on supporting the parent as well as supporting parent-child interaction and child development.**
- a. Home visiting staff discuss and review, in supervision and with families, issues identified in the initial assessment during the course of home visiting services.
 - b. Home visitors must develop an Individual Family Support Plan (IFSP) that identifies strengths, needs, goals, and objectives. The IFSP must be reviewed in supervision and serve as a guide for services.
 - c. The program must promote positive parent-child interaction, child development skills, and health and safety practices with families through the use of curriculum and other educational materials.
 - d. The program monitors the development of participating infants and children with a standardized developmental screen, tracks children who are suspected of having a developmental delay and follows through with appropriate referrals and follow-up. Home visitors must be trained in the use of the developmental tool.
- 7. At a minimum, all families should be linked to a medical provider to assure optimal health and development (e.g. timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.**
- a. Participating Target Children must be linked to a medical/health care provider
 - b. The program ensures immunizations are up-to-date for target children and provides information, referrals, and linkages to available health care resources for all participating family members.
 - c. Families are connected to additional services in the community.
- 8. Services are provided by staff with limited caseloads**
- a. No more than 15 families on weekly service intensity
 - b. No more than 25 families at any given service intensity

Staff Characteristics

- 9. Service providers are selected because of their personal characteristics (i.e. non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job. Service providers have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families.**
- a. Each program has required criteria to screen for during employment.
 - b. Must follow EOE protocol
 - c. Must follow HR protocol (job postings, interview questions, 2 references.
 - d. Must have criminal background checks and if possible CAN registry checks.
 - e. Must complete a staff turnover analysis every two years and include staff satisfaction in an effort to retain staff.
- 10. All service providers (assessment, home visitors, supervisors) must receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.**
- a. All service providers must receive Orientation training prior to working with families (topics outlined in best practice standards)
 - b. All service providers must receive intensive training based on their role specific assessment or home visiting
 - c. All service providers must receive Wraparound training topics (topics outlined in best practice standards) within 6 months and 12 months of hire (distance learning modules and/or in person)
 - d. All service providers must receive ongoing training based on their current skill set in an effort to continue to build skills and competencies.
- 11. Service providers receive intensive training specific to their role.**
- a. All service providers must receive HFA CORE (assessment or home visiting) training from a certified HFA trainer within 6 months of hire.
 - b. Supervisors also receive training based on the track (assessment or home visiting) they supervise and administrative, clinical and reflective practice training from a certified HFA trainer within 6 months of hire.

12. Service providers receive ongoing, effective accountable, clinical and reflective supervision.

- a. Direct service providers must receive weekly, individualized supervision.
- b. Full time supervisors are to have 6 or fewer direct services staff.
- c. Direct service staff must receive skill development and professional support and be held accountable for the quality of their work.
- d. Supervisors and Program Managers are also held accountable for the quality of their work and provided with skill development and professional support

13. Governance & Administration (not a Critical Element)

- a. Programs must have an Advisory Committee to focus on program planning, implementation and evaluation.
- b. Participants must have a mechanism for providing feedback, including a grievance process.
- c. The program must monitor and evaluate the quality of services through analyzing the ability to meet program goals and objectives, and through the implementation of a quality assurance plan.
- d. Programs must have policy and procedures for reviewing and recommending approval or denial of research proposals, whether internal or external, which involve past or present families.
- e. Programs must have policy and procedures for informing families of their rights and ensuring confidentiality of information both during the intake process as well as during the course of services.
- f. The program must report suspected cases of child abuse and neglect to the appropriate authorities and have proper policy and procedures for doing so.
- g. The program must have a comprehensive policy and procedure manual outlining all of the necessary policy and procedures.
- h. Programs must have an operating budget, annual report and audit.

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 2/6/13, item # 39, for the Project titled "**Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation**," Campus Project Director, **Tobey Partch-Davies**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☒ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other: Extend the Project Agreement end date.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **February 28, 2014** with the revised Project End Date of **August 31, 2014**, and Exhibit A, article B is revised to replace the Project Period of **December 1, 2012 – February 28, 2014** with **December 1, 2012 – August 31, 2014**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "_____", dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of **\$100,000** and will read:

Total State funds in the amount of **\$359,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New

Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- ☐ State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- ☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- ☒ Exhibit A is amended as attached.

- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

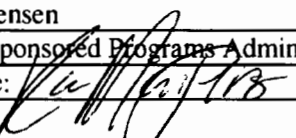
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

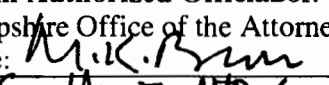
By An Authorized Official of:
University of New Hampshire

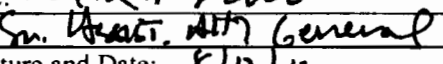
Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  7/31/13

By An Authorized Official of: the New
Hampshire Office of the Attorney General

Name: 

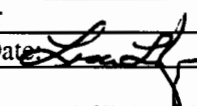
Title:  General

Signature and Date: 8/12/13

By An Authorized Official of:
**Department of Health and Human
Services**

Name: José Thier Montero

Title: Director

Signature and Date:  8/14/13

By An Authorized Official of: the New
Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation

B. Project Period: December 1, 2012 - August 31, 2014

C. Objectives: Refer to D. Scope of Work

D. Scope of Work:

- A. 1. On a quarterly basis, prepare interim findings for individuals collecting data in the field.
2. Provide technical assistance to program staff on all evaluation-related issues as needed via telephone, fax, e-mail and in person.
3. Coordinate all technical assistance and training with the Home Visiting Capacity Building Contract Agency.
4. Status Meetings: These required meetings will be convened by the Evaluation Coordinator and will be conducted at least biweekly. Meetings will address overall Project status and any additional topics needed to remain on schedule and within budget. A Status Report produced by the Contractor will serve as the basis for discussion. Participants will include, at a minimum, the Contractor Project Manager and a DPHS Home Visiting Program staff member. Status meetings may be conducted in person, or via conference call or Web conference.
5. The Contractor will produce biweekly Project Status Reports, which shall contain, at a minimum, the following:
 - a. Project status as it relates to Work Plan
 - b. Updated Work Plan
 - c. Deliverables status
 - d. Accomplishments during weeks being reported
 - e. Planned activities for the upcoming two (2) week period
 - f. Future activities
 - g. Issues and concerns requiring resolution
 - h. Report and remedies in case of falling behind schedule

B. Focusing and Finalizing the Evaluation Plan

1. Review the Draft Evaluation Plan and recommend refinements such as scope, choice of indicators, timeline, method of collection, and causal vs. correlational design. The program staff has preliminarily determined evaluation questions and instruments as detailed in the Draft Evaluation Plan, but the Evaluator may propose changes to those as well. Focus of evaluation should be on aspects that contribute to the knowledge base in the field of home visiting.
2. Produce a final Evaluation Plan no later than March 12, 2013 for submission to HRSA and ACF for federal approval. Although not limited to the following, HRSA and ACF will require the Evaluation Plan to:
 - a. Discuss how the evaluation will be conducted;
 - b. Articulate the proposed evaluation methods, measurement, data collection, sample

- and sampling (if appropriate), timeline for activities, plan for securing IRB review, and analysis;
 - c. Identify the evaluator, cost of the evaluation, and the source of funds;
 - d. Use an appropriate comparison condition, if the research is measuring the impact of the home visiting model on participant outcomes; and
 - e. Include a logic model or conceptual framework that shows the linkages between the proposed planning and implementation activities and the outcomes that these are designed to achieve.
 - f. Justify the rigor of the evaluation plan. HRSA and ACF expect states to engage in an evaluation of sufficient rigor to demonstrate potential linkages between project activities and improved outcomes. Evaluation rigor must meet requirements as stated in the Design Option for Home Visiting Evaluation Technical Assistance Brief, available at http://www.mdrc.org/dohve/dohve_resources.html.
3. In conjunction with DPHS staff, HVCB staff, and HVNH-HFA agency staff, develop a third instrument or scale to assess the extent to which a facilitative approach to program administration at the state level can be correlated with effective implementation (Evaluation Question #3).

C. Gather Credible Evidence

1. Design and implement the necessary data management system(s) for collecting survey response data from community agencies and CQI activity data.
2. Utilize client outcome data collected in established data collection systems (Family Assessment Form, Excel spreadsheets, and the web-based Home Visiting Data System when it is in place).
3. Complete analysis of program data.
Data used for this evaluation shall be de-identified data previously collected from families participating in the HFA Home Visiting Program, and data collected from agencies and staff participating in MCHS required meetings and trainings, including but not limited to MCHS required quarterly meetings, HFA Core trainings and data systems.
4. Research activities should be included in the evaluation with the intention of contributing to the knowledge base in the field of home visiting.

D. Justify Conclusions

1. Present preliminary and final findings to stakeholders to assure conclusions are justified and meet the agreed upon values and standards of stakeholders.

E. Ensure Use and Share Lessons Learned

1. Coordinate with HVCB Contract Agency to ensure that quarterly analysis leads to CQI at the state, agency, and practitioner levels.
2. Produce a draft report by July 31, 2014 summarizing the evaluation findings and presenting draft recommendations and conclusions.
3. Produce a final report by August 31, 2014 after receiving feedback from stakeholders. The report shall include but not be limited to:
 - a. Program description
 - b. Description of involvement with stakeholders
 - c. Literature review of implementation research
 - d. Focus of the evaluation and its limitations

- e. Summary of evaluation plan and procedures
 - f. All necessary technical information
 - g. Strengths and weaknesses of the evaluation
 - h. Explain evaluative judgments and how they are supported by evidence
 - i. Recommendations with their advantages, disadvantages, and resource implications
 - j. Provide examples, illustrations, graphics and stories
4. In partnership with DPHS, submit article for publication in a peer-reviewed journal by June 15, 2014.
 5. Develop a PowerPoint presentation of the evaluation, findings, and recommendations.
 6. Develop a display suitable for a poster session.
 7. Disseminate lessons learned through the evaluation to stakeholders and at professional meetings.

E. Deliverables Schedule: Refer to D. Scope of Work

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories, billed separately by State FY. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Carryforward of unexpended funds from one FY to the next will require prior State approval.

FY 13	FY 14	FY14
2/6/13 - 6/30/13	7/1/13 - 2/28/14	9/4/2013 or the date of Governor and Council approval, whichever is later through August 31, 2014

Budget Items	FY 13	FY 14	FY 14 Amendment	TOTAL
1. Salaries & Wages	86,681	67,613	41,975	196,269
2. Employee Fringe Benefits	34,829	26,694	18,866	80,389
3. Travel	4,000	3,000	1,000	8,000
4. Supplies and Services	9,035	3,602	29,068	41,705
5. Equipment	0	0	0	0
6. Facilities & Admin Costs	13,455	10,091	9,091	32,637
Subtotals	148,000	111,000	100,000	359,000

Total Project Costs: 359,000

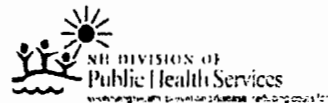


Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



December 11, 2012

G&C Approval Date: 02/06/2013

G&C Item #: 39

Her Excellency, Governor Margaret Wood Hassan
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, Bureau of Population Health and Community Services, Maternal and Child Health Section, Home Visiting Program, to enter into an agreement with University of New Hampshire (Vendor #177867-B046), 51 College Road, Durham, New Hampshire 03824, in an amount not to exceed \$259,000.00, to provide Maternal, Infant and Early Childhood Home Visiting Program evaluation, to be effective December 1, 2012 or date of Governor and Council approval, whichever is later, through February 28, 2014. Funds are available in the following accounts for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
ACA MIEC

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90083100	\$148,000.00
SFY 2014	102-500731	Contracts for Program Services	90083100	\$76,486.66
			Sub-Total	\$224,486.66

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
ACA HOME VISITING

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Program Services	90004104	\$34,513.34
			Sub-Total	\$34,513.34
			Total	\$259,000.00

EXPLANATION

Funds in this agreement will be used to analyze and evaluate the effectiveness of the Home Visiting New Hampshire Healthy Families America programs and the impact of program implementation on health outcomes for families served. Healthy Families America prescribes twelve (12) Critical Elements (see Attachment 1) that must be implemented exactly as outlined in the model. As an external evaluator, the University of New Hampshire will evaluate implementation by measuring the attitudes and knowledge of home visitors and how this impacts their ability to provide quality, effective services.

The evaluation will focus on the agencies and families served in the Home Visiting New Hampshire Healthy Families America programs funded through the federal Maternal, Infant and Early Childhood Home Visiting Development grant. The evaluation plan will include a review of agencies' successful measurement of the following six (6) required benchmarks: 1) improved maternal and newborn health; 2) child injuries, child abuse, or maltreatment and emergency room visits; 3) improvements in school readiness and achievement; 4) domestic violence; 5) family economic self-sufficiency; and 6) coordination and referrals. In addition, the evaluation will describe how early childhood services are coordinated at a State and local level.

Low-income pregnant and parenting women and children from birth to 8 years of age will benefit directly by this Agreement. The evaluation results will be used to improve the critical health and family support services for children and families throughout the State. This evaluation will also assure that Federal Funds associated with the provision of these services are utilized in an effective and efficient manner.

Should Governor and Executive Council not authorize this Request, the Maternal and Child Health Section will not have the internal capacity to conduct the evaluation and meet the requirements of the Federal Funders. Programs will not have the information they need to improve the effectiveness of the program. Without the implementation of the federally approved New Hampshire Home Visiting Plan and associated services identified in this request, the State risks the loss of Federal Funds and will be out of compliance with federal requirements.

The University of New Hampshire was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from July 11, 2012 through August 17, 2012. In addition, email notices were distributed through Spark New Hampshire, the state's Early Childhood Advisory Council, and optional Bidders' Conference webinar was held via GoToMeeting on July 31, 2012.

In response to the Request for Proposals for Maternal, Infant, and Early Childhood Home Visiting Program Evaluation, four proposals were submitted. A committee of seven reviewers evaluated the proposals, including five Department of Health and Human Services personnel and two external reviewers. All reviewers have between one and twenty-five years experience in a variety of program settings including, managing programs and/or agreements with vendors for various public health and family support programs and direct provision of evaluation and home visiting services. Areas of specific expertise include Maternal and Child Health; Family Support; Child Abuse Prevention; Home Visiting; Evaluation; Epidemiology, and general public health infrastructure. Proposals were scored taking an average of all reviewers' scores. The proposal from the University of New Hampshire achieved the highest average score and was selected. The proposal was scored on agency capacity, program structure, budget and justification, and format. The University of New Hampshire was selected in accordance with the evaluation criteria set forth in the Request for Proposals following careful review and discussion. The Bid Summary is attached.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 11, 2012
Page 3

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This is the initial agreement with this Contractor for these services.

The following deliverables will be used to measure the effectiveness of the agreement.

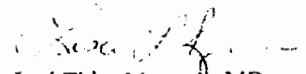
- Contractor will submit bi-weekly Status Reports to Home Visiting Coordinator via face-to-face, conference call or Web conference.
- Contractor will produce final Evaluation Plan within three (3) weeks of the effective date of the contract.
- 80% of MIECHV stakeholders will report high satisfaction of training and technical assistance on evaluations provided at the conclusion of each training.
- 80% of MIECHV agencies will complete the activities required become accredited Healthy Families America providers in 2014.
- Contractor will submit a journal article for peer review and publication at the completion of the evaluation.

Area served: statewide.

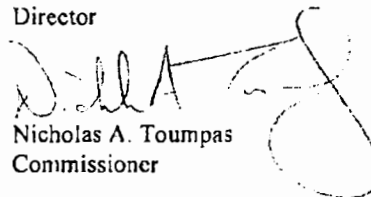
Source of Funds: is 100% Federal Funds from U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau.

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

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

JTM/DD/sc

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **2/28/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Deirdre Dunn
Address: NH DHHS DPHS
Maternal and Child Health
29 Hazen Drive
Concord, NH 03301
Phone: 603-271-4540

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Patricia Tilley
Address: NH DHHS DPHS
29 Hazen Drive
Maternal and Child Health
Concord, NH 03301
Phone: 603-271-4526

Campus Project Director

Name: Tobey Partch-Davies
Address: University of New Hampshire
Institute on Disability
10 West Edge Dr.
Durham, NH 03824
Phone: 603-228-2084

- F. Total State funds in the amount of **\$259,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share % of total costs during the term of this Project Agreement.

- ☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **1 D89MC23153-01-00** from **US Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau** under CFDA# **93.505**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

- H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.
☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

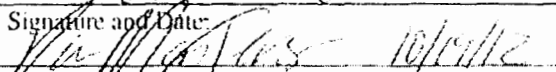
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

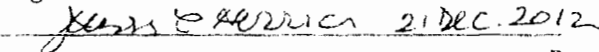
 10/17/12

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: Jeanne P. Herlihy

Title: Attorney

Signature and Date:

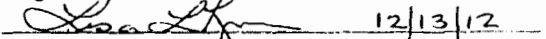
 21 DEC. 2012

**By An Authorized Official of:
Department of Health and Human
Services**

Name: José Thier Montero

Title: Director

Signature and Date:

 12/13/12

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program Evaluation

B. Project Period: December 1, 2012 - February 28, 2014

C. Objectives: refer to D Scope of Work

D. Scope of Work:

A. Project Management

1. On a quarterly basis, meet with individuals collecting data in the field to provide training and technical assistance and feedback regarding interim findings.
2. Provide technical assistance to program staff on all evaluation-related issues as needed via telephone, fax, e-mail and in person.
3. Coordinate all technical assistance and training with the HVCB Contract Agency.
4. Status Meetings: These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A Status Report from the Contractor will serve as the basis for discussion. Participants will include, at a minimum, the Contractor Project Manager and a DPHS Home Visiting Program staff member. Status meetings may be conducted in person, or via conference call or Web conference.
5. Produce biweekly Project Status Reports, which shall contain, at a minimum, the following:
 - a. Project status as it relates to Work Plan
 - b. Updated Work Plan
 - c. Deliverables status
 - d. Accomplishments during weeks being reported
 - e. Planned activities for the upcoming two (2) week period
 - f. Future activities
 - g. Issues and concerns requiring resolution
 - h. Report and remedies in case of falling behind schedule

B. Focusing and Finalizing the Evaluation Plan

1. Review the Draft Evaluation Plan and recommend refinements such as scope, choice of indicators, timeline, method of collection, and causal vs. correlational design. The program staff has preliminarily determined evaluation questions and instruments as detailed in the Draft Evaluation Plan, but the Evaluator may propose changes to those as well.
2. Produce a final Evaluation Plan no later than January 18, 2014, for submission to HRSA and ACF for federal approval. Although not limited to the following, HRSA and ACF will require the Evaluation Plan to:
 - a. Discuss how the evaluation will be conducted;
 - b. Articulate the proposed evaluation methods, measurement, data collection, sample and sampling (if appropriate), timeline for activities, plan for securing IRB review, and analysis;
 - c. Identify the evaluator, cost of the evaluation, and the source of funds;
 - d. Use an appropriate comparison condition, if the research is measuring the impact of the home visiting model on participant outcomes; and

e. Include a logic model or conceptual framework that shows the linkages between the proposed planning and implementation activities and the outcomes that these are designed to achieve.

f. Justify the rigor of the evaluation plan. HRSA and ACF expect states to engage in an evaluation of sufficient rigor to demonstrate potential linkages between project activities and improved outcomes. Rigorous research incorporates the following four criteria: credibility, applicability, consistency, and neutrality. Please see RFP Attachment 4: DOHVE Evaluation Technical Assistance Brief, also available at http://www.mdrc.org/dohve/dohve_resources.html, for further details on HRSA and ACF requirements for evaluation rigor.

3. In conjunction with DPHS staff, HVCB staff, and HVNH-HFA agency staff, develop a third instrument or scale to assess the extent to which a facilitative approach to program administration at the state level can be correlated with effective implementation (Evaluation Question #3).

C. Gather Credible Evidence

1. Design and implement the necessary data management system(s) for collecting survey response data from community agencies and CQI activity data.

2. Utilize client outcome data collected in established data collection systems (Family Assessment Form, Excel spreadsheets, and the web-based Home Visiting Data System when it is in place).

3. Complete analysis of program data.

D. Justify Conclusions

1. Present preliminary and final findings to stakeholders to assure conclusions are justified and meet the agreed upon values and standards of stakeholders.

E. Ensure Use and Share Lessons Learned

1. Produce quarterly statewide and agency specific reports with basic analysis to evaluate program implementation.

2. Coordinate with HVCB Contract Agency to ensure that quarterly analysis leads to CQI at the state, agency, and practitioner levels.

3. Produce detailed annual report summarizing findings to date.

4. Produce a draft report by 11/30/13 summarizing the evaluation findings and presenting draft recommendations and conclusions.

5. Produce a final report by 1/17/14 after receiving feedback from stakeholders. The report shall include but not be limited to:

- a. Program description
 - b. Description of involvement with stakeholders
 - c. Literature review of implementation research
 - d. Focus of the evaluation and its limitations
 - e. Summary of evaluation plan and procedures
 - f. All necessary technical information
 - g. Strengths and weaknesses of the evaluation
 - h. Explain evaluative judgments and how they are supported by evidence
 - i. Recommendations with their advantages, disadvantages, and resource implications
 - j. Provide examples, illustrations, graphics and stories
6. In partnership with DPHS, submit article for publication in a peer-reviewed journal by 2/15/14,
7. Develop a PowerPoint presentation of the evaluation, findings, and recommendations,
8. Develop a display suitable for a poster session, and
9. Disseminate lessons learned through the evaluation to stakeholders and at professional meetings.

E. Deliverables Schedule: Refer to Scope of Work

- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories, billed separately by State FY. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Carryforward of unexpended funds from one FY to the next will require prior State approval.

FY13 FY14
12/1/12-6/30/13 7/1/13 - 2/28/14

Budget Items	FY13	FY14	Total
1. Salaries & Wages	86,681	67,613	154,294
2. Employee Fringe Benefits	34,829	26,694	61,523
3. Travel	4,000	3,000	7,000
4. Supplies and Services	9,035	3,602	12,637
5. Equipment	0	0	0
6. Facilities & Admin Costs	13,455	10,091	23,546
Subtotals	148,000	111,000	259,000
Total Project Costs:		259,000	

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: ☒ None or