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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic Stability, to amend an existing memorandum of understanding with the Community College System of New Hampshire (CCSNH) (VC# 216952), Concord, New Hampshire, to continue to provide Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) services, by exercising a renewal option by increasing the price limitation by $20,000 from $105,000 to $125,000 and extending the completion date from June 30, 2023 to September 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #48.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-045-450010-61270000 Health and Social Services, Dept of Health and Human Svs, HHS: Transitional Assist DVI, Employment Supports

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	085-588558	Inter-Agency Transfer out of Federal Funds	45030218	$15,000	$0	$15,000
2023	085-588558	Inter-Agency Transfer out of Federal Funds	45030218	$90,000	($60,000)	$30,000
2024	085-588558	Inter-Agency Transfer out of Federal Funds	45030218	$0	$63,750	$63,750

2025	085-588558	Inter-Agency Transfer out of Federal Funds	45030218	$0	$16,250	$16,250
			Subtotal	**$105,000**	**$20,000**	**$125,000**

EXPLANATION

The purpose of this request is for the Contractor to provide SNAP E&T participants with education and training in high wage and high demand occupations. These trainings afford SNAP E&T participants economic mobility through occupational and career advancement opportunities, with the goal of mitigating the impact of the benefit cliff associated with increased earnings.

The Contractor will obtain access to the Department's New HEIGHTS data system in order to perform activities such as verification of participant eligibility, entering case notes, and completing assessments and employment plans.

Approximately 20 individuals will be served during State Fiscal Years 2024 and 2025 combined.

The Department will monitor services by conducting annual program monitoring activities and fiscal reviews to ensure compliance with the SNAP E&T State Plan and guidance.

As referenced in the MOU Section 2., Term, Subsection 2.2 of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for one (1) year and three (3) months of the five (5) available.

Should the Governor and Council not authorize this request, SNAP recipients would not have access to training and educational opportunities to achieve independence and would likely remain on public assistance longer. In addition, New Hampshire businesses will not have an additional pipeline for workforce supply for high demand and high wage occupations.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #10.561, FAIN #234NH403S2519. In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 7, 2023

Lori Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
95 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a MOU amendment with Community College System of New Hampshire (CCSNH), as described below and referenced as DoIT No. 2024-011A.

The purpose of this request is to continue to provide Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) services.

The Total Price Limitation will increase by $20,000 for a New Total Price Limitation of $125,000, effective upon Governor and Council approval through September 30, 2024.

A copy of this letter must accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-011A

cc: Mike Williams, IT Manager

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

This Amendment to the Community College System of New Hampshire (CCSNH) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Third Party Reimbursement Agreement Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and the Community College System of New Hampshire ("CCSNH") (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on June 29, 2022 (Item #48), the parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to Section 2, 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval; and

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

1. Modify Section 2, Term, to read:

   2.2 The Memorandum of Understanding is effective upon Governor and Executive Council approval until September 30, 2024. The Parties may extend the MOU for up to an additional three (3) years and nine (9) months upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

2. Modify Section 3, Responsibilities of the Community College System of New Hampshire, Paragraph 3.1.1 to read:

   3.1.1 Provide no more than $210,000 in services for this MOU with a total possible reimbursable amount of $125,000 from DHHS.

3. Modify Section 3, Responsibilities of the Community College System of New Hampshire, Paragraph 3.1.4 to read:

   3.1.4 Verify participant enrollment in the SNAP E&T program with DHHS, Bureau of Employment Support (BES), or by accessing the Department's New HEIGHTS data system, prior to providing any reimbursable service.

4. Modify Section 3, Responsibilities of the Community College System of New Hampshire, by adding Paragraphs 3.1.9 through 3.1.19 to read:

   3.1.9 Provide case management services as needed for SNAP E&T participants, including conducting comprehensive assessments, developing employment plans, and making referrals to other agencies.

   3.1.10 Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required.

   3.1.11 Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so.

   3.1.12 Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access.

   3.1.13 Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell

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5/30/2023

software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department.

3.1.14 Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee.

3.1.15 Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee.

3.1.16 Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

3.1.17 Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

3.1.18 Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

3.1.19 Agree to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

5. Modify Section 4, Responsibilities of the Department of Health and Human Services, by adding Paragraphs 4.1.5 through 4.1.7:

4.1.5 Coordinate CCSNH's access to and utilization of the New HEIGHTS data system to verify eligibility; enter notes; view and conduct assessments and employment plans; view and upload documents in the e-folder; and view all SNAP E&T-related screens, including the Dashboard, Enrollment and Disenrollment, and Reporting.

4.1.6 Provide funding to CCSNH for staff wages and fringe benefits associated with providing services to SNAP E&T participants in accordance with the FNS third party reimbursement model for staff wages and fringe benefits.

4.1.7 Provide funding to CCSNH in accordance with FNS requirement to provide translation and interpretation services associated with providing services to SNAP E&T participants in their preferred language.

6. Modify Section 5, Payment Terms, to read:

5.1 The maximum amount of funds available for reimbursement under this Agreement from DHHS to CCSNH shall not exceed $63,750 in State Fiscal Year 2024 and $16,250 in State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

7. Add Exhibit A, DHHS Information Security Requirements.

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5/30/2023

All terms and conditions of the MOU not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/30/2023
Date

DocuSigned by:
Karen Hebert
628C8CEB184A418
Name: Karen Hebert
Title: Division Director

Community College System of New Hampshire

5/30/2023
Date

DocuSigned by:
Brian Bicknell
CE5ED0E7ADCC4A1
Name: Brian Bicknell
Title: president

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/31/2023

Date

DocuSigned by:
Robyn Guarino
7487348494941480

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Exhibit A

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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Date 5/30/2023

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

Contractor Initials DS BB

Date 5/30/2023

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application..

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 20, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a memorandum of understanding with Community College System of New Hampshire (CCSNH) (VC #216952), Concord, New Hampshire, in the amount of $105,000 for Supplemental Nutrition Assistance Program (SNAP) Education and Training (E&T), with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022 and 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSIST DVI, EMPLOYMENT SUPPORTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	085-588558	Inter-Agency transfers out of Federal Funds	TBD	$15,000
2023	085-588558	Inter-Agency transfers out of Federal Funds	TBD	$90,000
			Total	**$105,000**

EXPLANATION

The purpose of this request is to provide funding and necessary education and training services for SNAP E&T participants to attend training in high wage and/or high demand occupations. Under the Food and Nutrition Service (FNS) third party reimbursement model, the State can claim certain funding for SNAP E&T programs to FNS. FNS reimburses the State for 50% of the funds claimed. The Department will then pay the FNS reimbursement funds to CCSNH for education and training for SNAP E&T participants. Individuals who participate in these trainings are afforded greater occupational and career advancement opportunities with the goal of achieving economic mobility. Additionally, these trainings are specifically intended to help participants mitigate the benefit cliff by providing education and training in occupations with the earnings potential necessary to overcome the loss of benefits associated with increased earnings.

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New Hampshire is the only state in the region that does not utilize the FNS third party partnership model, which has shown to be successful in other states.

Approximately 20 individuals will be served during State Fiscal Years 2022 and 2023.

Currently, New Hampshire's workforce is in need of trained and qualified workers in high demand jobs. These services will enable SNAP E&T participants to obtain qualifications needed to help meet that need. Participants are individuals over the age of 17 who receive SNAP benefits, and who are not eligible for other financial assistance programs. The services from CCSNH will assist individuals who are having challenges meeting their basic needs to obtain jobs that pay a higher wage.

As referenced in the MOU Section 2., Term, Subsection 2.2., of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of education and training to compete for high demand/high wage occupations will not have this opportunity and New Hampshire businesses will not have access to workers that could fill currently vacant positions. If this MOU is not approved, the State would be unable to receive additional federal funds associated to offer a SNAP E&T program.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #10.561, FAIN #224NH403S2519

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

1. GENERAL PROVISIONS

1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the Community College System of New Hampshire (CCSNH), 26 College Drive, Concord, NH 03301 (referred to as the "Parties").

1.2. DHHS shall claim funding for Supplemental Nutrition Assistance Program (SNAP) Employment and Training Program (E&T) programs to Food and Nutrition Service (FNS) in accordance with the FNS third party reimbursement model. Upon reimbursement by FNS to DHHS for 50% of the funds claimed, DHHS shall transfer FNS reimbursement funds to CCSNH for training and support for SNAP E&T participants.

1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations.

2. TERM

2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.

2.2. Duration: The duration of this MOU is from the Effective Date through June 30, 2023. The Parties may extend the MOU for up to five (5) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.

2.4. Termination: Either Party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other Party. In the event of an early termination of this MOU for any other reason than the completion of services, CCSNH shall deliver to DHHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOU funds used up to and including the date of termination.

In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

3.1. CCSNH agrees to comply with the terms of Section 5, Payment Terms, and further agrees to:

3.1.1. Provide no more than $210,000 in services for this MOU with a total possible reimbursable amount of $105,000 from DHHS.

3.1.2. Provide funding for SNAP E&T participants to attend short-term training programs in high wage and/or high demand occupations.

3.1.3. Provide the supportive services and/or supplies necessary for SNAP E&T participants to attend scheduled training opportunities. Supportive services and/or supplies must be expenses that are reasonable, necessary, and directly related to participation in the SNAP E&T Program.

3.1.4. Verify participant enrollment in the SNAP E&T program with DHHS, Bureau of Employment Support (BES) prior to providing any reimbursable service.

3.1.5. Participate annually, or as otherwise requested by the Department, in program monitoring activities and fiscal reviews, including, but not limited to, site visits and participant file reviews.

3.1.6. Maintain auditable records and accounts of all costs associated with reimbursable SNAP E&T expenses.

3.1.7. Ensure any reimbursed funds received under this agreement are not used to supplant non-federal funds being used for existing services and activities.

3.1.8. Generate and accept SNAP E&T referrals.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

4.1.1. Provide funding to CCSNH in accordance with the FNS third party reimbursement model for SNAP E&T participants to attend training in high wage and/or high demand occupations and supportive services necessary for participants to attend training.

4.1.2. Provide case management services as needed for SNAP E&T participants, including conducting comprehensive assessments, developing employment plans, and making referrals to other agencies.

4.1.3. Conduct annual program monitoring activities and fiscal reviews with CCSNH to ensure compliance with the SNAP E&T State Plan and guidance.

4.1.4. Generate and accept SNAP E&T referrals.

5. PAYMENT TERMS

5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to CCSNH shall not exceed $15,000 in State Fiscal Year 2022 and $90,000 in State Fiscal Year 2023 with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU and shall not exceed the funding referenced in 5.1 above.

5.3. CCSNH shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. CCSNH shall:

5.3.1. Ensure the invoice is presented in a form that is provided by DHHS or is otherwise acceptable to DHHS.

5.3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

5.3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.3.4. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.

5.4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to Besinvoices@dhhs.nh.gov, or invoices may be mailed to:

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

5.5. DHHS shall make payment to CCSNH within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

5.6. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.

5.7. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds from U.S. Department of Agriculture, Food and Nutrition Service funds are reduced or become unavailable.

5.8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office and may be made by written agreement of both Parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES

6.1. Disputes arising under this MOU that cannot be resolved between the Agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

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

6.3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.

6.4. In the event any of the provisions of this MOU are held to be contrary to any State or Federal law, the remaining provisions of this MOU will remain in full force and effect.

6.5. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOUs and understandings relating hereto.

6.6. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

Memorandum of Understanding Between DHHS and Community College System of New Hampshire

APPROVALS:

DocuSigned by:
Karen Hebert
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Karen Hebert

Division Director
NH Department of Health and Human Services

6/9/2022
Date

DocuSigned by:
Brian Bicknell
[illegible]

Brian Bicknell

president
Community College System of New Hampshire

6/9/2022
Date

The preceding Memorandum of Understanding, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
7487348449414B0...

Name: Robyn Guarino
Title: Attorney

6/9/2022
Date

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Name:
Title:

Date