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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Commissioner

Jeff Fleischer
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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December 1, 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 for Children, Youth and Families, to enter into a cooperative project agreement with University of New Hampshire (VC#177867-B046), Durham, NH, in the amount of $11,320,348 to provide state and federally required training and professional development services to DCYF staff, caregivers, providers, and stakeholders, including family leaders specific to children and families served by DCYF, with the option to renew for up to four (4) additional years, effective January 1, 2024, upon Governor and Council approval, through June 30, 2027. 79.54% Federal Funds. 20.46% General Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Years 2026 and 2027, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide state and federally required training and professional development services for incoming and current DCYF staff, which includes Child Protection Services, Juvenile Justice Services, Sununu Youth Services Center, and attorneys, caregiver families (foster and kinship), and residential care providers. Through a range of training and professional development activities, including specialized conferences for staff, caregivers, and youth, DCYF aims to ensure the safety, well-being, and positive development of the individuals they serve. These activities cover various crucial areas, including safety and security, assessment and care for children in out-of-home placement, family engagement strategies, agency practices, and trauma-informed approaches. By delivering these training opportunities at local and statewide sites, as well as in Department District Offices, DCYF strives to enhance the capabilities of their staff and improve the overall quality of services provided. Moreover, this collaborative effort involves partnerships with DCYF's Bureau of Professional and Strategic Development and learning partners across the state, ensuring that the training is aligned with the DCYF Practice Model Strategic Priorities and uses a framework centered on Diversity, Equity, Inclusion, and Belonging.

The Contractor will design, develop, coordinate, administer, and lead the operation of a collaborative training and professional development and learning system with DCYF that includes the development and delivery of appropriate curricula. These training and professional development activities may be held at both local and statewide sites and in District Offices, or online. Curricula design will prioritize integration of strong experiential learning and hands on

practical applications to provide optimal levels of knowledge and skills development for training participants. The Contractor also will perform ongoing evaluation, analytics, and reporting activities, as well as provide a website to promote and identify training opportunities and to utilize the DHHS learning management system. This comprehensive approach allows DCYF to effectively improve the quality of services to children, youth, and families, and to respond to their unique and changing needs.

Approximately 8,760 individuals will be served during State Fiscal Years 2024, 2025, 2026, and 2027.

The Department will monitor services by utilizing the following tools and information:

- Review registration and attendance for all learning sessions and for all staff will be input and tracked in the Department's Learning Management System.
- An evaluation workgroup to continue to enhance continuous quality improvement activities to include feedback from class participants and instructors alike.
- Classroom and online observations will be utilized to monitor instructor performance, as well as overall experience of course participants. Evaluations from course participants will also be used to assess the overall experience.

The Contractor provides regular reports, as well as an annual report, that includes all the information above, as well as attendance numbers.

The University of New Hampshire was the only applicant in a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from August 18, 2023 through September 15, 2023. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Paragraph B., Project Period, of the attached agreement, the parties have the option to extend the agreement for up to four (4) 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, DCYF would not be in compliance with state and federal laws to deliver pre-service and ongoing training and professional development activities (RSA 170-G:4,VII; 45 CFR 1356.60 Fiscal Requirements; Social Security Act, Title IV-E, Part E, Section 477).

Area served: Statewide.

Source of Federal Funds: ALN (Assistance Listing Number) 93.658, FAIN 2301NHFost; ALN 93.603, FAIN 2301NHAIPP; ALN 93.674, FAIN 2301NHCILP by the Administration for Children & Families, and ALN 16.540, 2019-JX-FX-0052 by the Office of Juvenile Justice and Delinquency Prevention.

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
Commissioner

Fiscal Detail Sheet

05-95-42-421010-32200000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, BUREAU OF PROF & STRATEGIC DEV

79% Federal Funds, 21% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	066-500543	Employee Training	42102004	$1,071,932
2024	067-500557	Training of Providers	42102004	$258,766
2025	066-500543	Employee Training	42102004	$3,130,615
2026	066-500543	Employee Training	42102004	$3,229,275
2027	066-500543	Employee Training	42102004	$3,338,760
		Sub Total		$11,029,348

05-95-42-421010-2974000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN
100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	42107404	$0
2025	102-500731	Contracts for Program Services	42107404	$60,000
2026	102-500731	Contracts for Program Services	42107404	$60,000
2027	102-500731	Contracts for Program Services	42107404	$60,000
		Sub Total		$180,000

05-95-42-421010-2970000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN
100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500734	Contracts for Program Services	42107006	$0
2025	102-500734	Contracts for Program Services	42107006	$22,000
2026	102-500734	Contracts for Program Services	42107006	$22,000
2027	102-500734	Contracts for Program Services	42107006	$22,000
		Sub Total		$66,000

05-95-095-042-421410-79060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	072-500575	Grants Federal	TBD	$15,000
2025	072-500575	Grants Federal	TBD	$15,000
2026	072-500575	Grants Federal	TBD	$15,000
2027	072-500575	Grants Federal	TBD	$0
		Sub Total		$45,000

Total	$11,320,348.00

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2024-DCYF-01-PROFE

Project Title PROFE – Professional Development and Training

	Maximum Points Available	UNH
Technical		
Approach (Q1)	**200**	165
Experience/Knowledge (Q2)	**100**	70
Capacity (Q3)	**100**	70
Project Management (Q4)	**100**	65
Staffing (Q5)	**100**	55
Evaluation (Q6)	**100**	65
Subtotal - Technical	**700**	**490**

If a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost		
Vendor Cost	**150**	150
Vendor Budget Evaluation	**150**	100
Subtotal - Cost	**300**	**250**
TOTAL POINTS	**1000**	**740**

TOTAL PROPOSED VENDOR COST	$11,320,348

	Reviewer Name	Title
1	Kim Crowe	Bureau Chief
2	Gayleen Smith	Finance Manager
3	Teresa Lukasavitz	Training Administrator
4	Geraldo Pilarski	Parent Partner Administrator
5	Aaron LeCain	Information Technology Manager V
6	Jessica Bellavance	CPS Field Administrator
7	Rebecca Lorden	Finance Director

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, Division for Children, Youth and Families ("Department" or "DCYF"), (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 **June 30, 2027**. 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: **Professional Development and Training**

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	**Campus Project Administrator**
Name: Kimberly Crowe	Name: Randy Brown
Address: 129 Pleasant Street Concord, NH 03301	Address: University of New Hampshire Sponsored Programs Administration 51 College Rd. Durham, NH 03824
Phone: 603-419-0317	Phone: 603-717-1800

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	**Campus Project Director**
Name: Jeffrey Fleischer	Name: Tamara Von George
Address: 97 Pleasant Street Concord, NH 03301	Address: 88 Commercial Street Manchester, NH 03101
Phone: 603-271-4440	Phone: 603-513-1383

DS

Campus Authorized Official kf

Date 12/1/2023

F. Total State funds in the amount of **$11,320,348**, 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 25% 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. RFP-2024-DCYF-01-PROFE-01 from Administration for Children & Families under ALN (formerly CFDA) 93.603, 93.658, and 93.674; and from the Office of Juvenile Justice and Delinquency Prevention under ALN 16.540. 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 17 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:
All electronics, computers, and audio/visual equipment purchased through this contract shall be retained as property of the Division for Children, Youth and Families when this project is terminated. This includes but is not limited to: Laptop, Desktop, and handheld computers; LCD and other projectors; and Voce and video recorders and players.

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, 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: DocuSigned by: Karen Jensen BDCC2BEAFB7B464... 12/1/2023

By An Authorized Official of:
Department of Health and Human Services
Name: Jeffrey Fleischer
Title: Director, DCYF
Signature and Date: DocuSigned by: Jeff Fleischer 01EB159802F6469... 12/1/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Robyn Guarino
Title: Attorney, NH Dept. of Justice
Signature and Date: DocuSigned by: Robyn Guarino 748734844941460... 12/1/2023

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official DS
Date 12/1/2023

EXHIBIT A

A. Project Title: Professional Development and Training (RFP-2024-DCYF-01-PROFE-01)

B. Project Period: Effective January 1, 2024, upon Governor and Executive Council approval, through June 30, 2027.

The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

C. Objectives: See Exhibit A-1, Scope of Services.

D. Scope of Work: See Exhibit A-1, Scope of Services; Exhibit A-2, Business Associate Agreement, Exhibit A-3, DHHS Information Security Requirements, Exhibit A-4, IT Requirements Workbook, and Exhibit A-5 Federal Exhibits.

E. Deliverables Schedule: See Exhibit A-1, Scope of Services.

F. Budget and Invoicing Instructions: See Exhibit A, Item F-1, Budget Table, and Item F-2, Payment Terms.

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Campus Authorized Official kf

Date 12/1/2023

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

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Campus Authorized Official

Date 12/1/2023

EXHIBIT A-1

Scope of Services

1. Statement of Work

1.1. Scope of Services

1.1.1. The Contractor must design, develop, coordinate, administer, and lead the operation of a collaborative training and professional development and learning system with the Department's Division of Children, Youth and Families (DCYF) that includes the development and delivery of appropriate curricula. The Contractor must conduct training and professional development activities at either local and/or statewide sites, in the Department's District Offices, or online. Training topics for instruction must include, but are not limited to:

1.1.1.1. The safety and security of DCYF staff.

1.1.1.2. The assessment and service provision of care for children in out-of-home placement and family engagement strategies that strengthen families' use of natural supports.

1.1.1.3. The Solution Based Casework evidence-based model, the "Better Together with Birth Parents" model (https://www.dhhs.nh.gov/ programs-services/child-protection-juvenile-justice/parent-partner-program/better-together), and DCYF practices.

1.1.1.4. The impact of abuse and neglect on child development.

1.1.1.5. Trauma informed practices that support children, youth, and their families.

1.1.1.6. A Diversity, Equity, Inclusion, and Belonging (DEIB)-centered framework applied to the creation, updating, and delivery of all curricula.

1.1.2. The Contractor must collaborate with DCYF to provide curricula design that prioritizes optimal levels of knowledge and skills development for training participants that integrates:

1.1.2.1. DCYF data; and

1.1.2.2. Strong experiential learning and hands on practical applications.

1.1.3. The Contractor must apply a spectrum of learning methodologies to maximize transfer of learning for participants, with a primary emphasis on adult learning modalities.

1.1.4. The Contractor must provide skill-building opportunities, including, but not limited to:

1.1.4.1. Use of a simulation laboratory that is a learning environment created to mirror real-life scenarios for participants to practice skills and receive feedback before entering the field.

1.1.4.1.1. The Contractor must use the pre-existing simulation laboratory located on DCYF grounds, unless otherwise approved by DCYF's Bureau of Professional and Strategic Development (BPSD).

1.1.4.2. Coaching outside of the classroom.

1.1.4.3. In-office micro learning opportunities.

1.1.4.4. Online learning.

1.1.5. The Contractor must provide training announcements, registration, learning materials, and administrative and technology support for learning sessions.

1.1.6. The Contractor must meet with DCYF staff and other DCYF-identified partners on a regular basis to gather data to identify and evaluate professional development and learning needs. This includes participation in various workgroups, meetings, and quality assurance activities, as determined by DCYF.

1.1.7. The Contractor's Instructor Coaches, or their designee, must provide monthly visits to Department offices throughout the state and to the Sununu Youth Services Center (SYSC). The Contractor's Instructor Coaches must provide classroom instruction and coach DCYF staff regarding training opportunities to meet professional development goals.

1.1.7.1. The Contractor must gather data from staff when visiting District Offices to assess trends and learning needs; and

1.1.7.2. The Contractor must provide advice and assistance to DCYF staff on internal and external learning opportunities as part of DCYF's integrated learning system.

1.1.8. The Contractor must maintain a list of and provide access to training materials, in either hard copy or electronic form, depending upon the training modality, that enhance or reinforce learning content for participants.

1.1.9. The Contractor must maintain an online learning calendar accessible to all DCYF staff that includes all available upcoming learning opportunities.

1.1.10. The Contractor must operate programs in a manner that is responsive to the accessibility, content, and scheduling needs and preferences of the participants statewide, which include:

1.1.10.1. DCYF staff, including:

1.1.10.1.1. Child Protection Services (CPS);

1.1.10.1.2. Juvenile Justice Services (JJS);

1.1.10.1.3. SYSC; and

1.1.10.1.4. Attorneys;

1.1.10.2. Caregiver families (foster/kinship);

1.1.10.3. Residential care providers;

1.1.10.4. Family leaders of children and families served by DCYF;

1.1.10.5. DCYF-involved youth; and

1.1.10.6. Other participants as approved by DCYF's BPSD or designee.

1.1.11. The Contractor must communicate the availability of learning programs to the participants using methods that enhance attendance and describe learning objectives, including, but not limited to:

1.1.11.1. Social media.

1.1.11.2. Public forum websites.

1.1.11.3. Email.

1.1.11.4. Text.

1.1.12. The Contractor must work collaboratively with DCYF to facilitate cycles of training to meet the requirement for participants' ongoing training needs and advanced planning for participants' schedules.

Curricula

1.1.13. The Contractor must develop, update, and maintain learning curricula based on DCYF's practices, strategic priorities, and policies, as well as current research from associations that include, but are not limited to, the National Child Welfare Workforce Institute and the federal Children's Bureau (CB), or CB's Technical Assistance partners, such as the Capacity Building Center for States, by working in collaboration with DCYF and other subject matter experts for prioritization and strategic planning.

1.1.13.1. All training resources, including, but not limited to, physical or virtual materials, must be stored and transferred to

State-approved equipment that meets State security requirements.

1.1.14. The Contractor must use Analysis, Design, Development, Implementation, Evaluation (ADDIE) or other equivalent method to conduct instruction design and evaluation.

1.1.15. The Contractor must participate in approximately four (4) DCYF-led Case Practice Reviews (CPR) per year and the Child and Family Services Reviews (CFSR), as required and conducted by the federal government and in accordance with 45 CFR 1357.15(l)(3)(vii) and New Hampshire's Child and Family Services Plan 2020-2024 (June 28, 2019), Item 25, Case Practice.

1.1.15.1. The Contractor must use data from these reviews to inform curriculum based on identified areas needing improvement or on other areas identified by DCYF.

1.1.16. The Contractor must deliver training and professional development activities based on existing DCYF curricula, including, but not limited to NH DCYF Caregiver Pre-Service Training, NH DCYF Kinship Caregiver Training, Caregiver On-Going Training (COT), and Residential Counselor Core Training (RCCT). The Contractor must provide training and educational opportunities that will enhance learning and outcomes that are:

1.1.16.1. Provided in a manner that is responsive to the needs and preferences of the statewide population defined in Subparagraphs 1.1.10.1. through 1.1.10.6. in terms of access, content, and scheduling;

1.1.16.2. Built upon best practices or evidence-based elements available locally, regionally, or nationally, with an emphasis on being inclusive of the voice of birth parents and youth;

1.1.16.3. Advertised to the population described in Subparagraphs 1.1.10.1. through 1.1.10.3. using methods that enhance attendance; and

1.1.16.4. Planned in collaboration with DCYF to design and/or update and deliver training programs and professional development activities based upon the agency priorities, such as the Child and Family Services Review, Program Improvement Plan (PIP), Practice Model, Strategic Priorities, adoption of evidence-based practices, and changing state and federal legislation.

1.1.17. The Contractor must develop and administer an annual learning needs assessment for staff, in collaboration with DCYF, using various methods, including, but not limited to, surveys, questionnaires, self-assessments, focus groups, and existing data and documentation, and use the results to inform curriculum development and learning opportunities.

1.1.18. The Contractor must develop, by the end of SFY 2026, a web-based Individual Training Needs Assessment tool for each DCYF employee, to be piloted in the beginning of SFY 2027. The Contractor must collect data to assist the Contractor and DCYF in prioritizing needs and determining the frequency of training and professional development opportunities.

1.1.19. The Contractor must develop new or utilize existing learning and training models or programs that are:

1.1.19.1. Based upon best practices or evidence-based elements available locally, regionally, or nationally.

1.1.19.2. Designed in a manner conducive to adult learning.

1.1.19.3. Inclusive of family voice and lived experience of family leaders and young people who have had experience with child welfare and other systems' involvement.

1.1.20. The Contractor must input and track registration and attendance information for all learning sessions listed in Paragraphs 1.1.33. through 1.1.68., and for all staff associated, into the Department learning management system. The Contract must maintain the current data in the Comprehensive Child Welfare Information System (CCWIS; the computer program called NH Bridges) accessible via the NH Bridges training module.

1.1.21. The Contractor must provide, track, and maintain training data and curriculum through an application that meets State security requirements for State employees on the DHHS Learning Management System (LMS), and non-State employees on an LMS technology provided by the Contractor.

1.1.22. When using online training modalities, the Contractor must use technology that is easily accessible by individuals with limited technology skills and provide technical support when individuals need assistance with using the technology.

1.1.23. All third-party tools must adhere to State IT security requirements, as described in the IT Requirements Workbook (Exhibit A-4).

1.1.24. The Contractor must maintain data in DCYF's CCWIS, NH Bridges, or other State systems as approved by DCYF, in order to enhance system integration.

1.1.25. The Contractor must create and maintain all data elements not compatible with NH Bridges or other State systems, in a Department-approved manner.

1.1.26. The Contractor must attend and participate in DCYF's Workforce Development Committee in order to integrate professional development and learning programming with DCYF and other DCYF-related learning and education partners.

Credits and Ownership

1.1.27. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the resulting Contract must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

1.1.28. All written, video, and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution, or use.

1.1.29. All curricula developed and delivered are owned by the Department and may be released to or shared with other entities only with explicit approval of the DCYF BPSD Training Administrator or designee. These curricula must be stored in DCYF networks and updated as content is updated by the Contractor. The Department will retain the right to copyright any and all original materials produced, including, but not limited to:

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1.1.29.1. Brochures.

1.1.29.2. Resource directories.

1.1.29.3. Protocols.

1.1.29.4. Guidelines.

1.1.29.5. Posters.

1.1.29.6. Reports.

1.1.30. The Contractor must not reproduce any materials produced under the Contract without prior written approval from the Department.

Family Voice and Lived Experience

1.1.31. The Contractor must coordinate efforts to integrate family voice and lived experience by means that include, but are not limited to:

1.1.31.1. Providing a full-time Family Leaders Coordinator who has lived experience to provide family voice and lived experience integration.

1.1.31.2. Determining appropriate ways to promote the Better Together Workshops and Round Tables, as well as other activities that promote family voice, with DCYF staff, parents, foster parents, other adult caregivers, residential staff, and other community partners.

1.1.31.3. Matching family leaders with projects and providing coaching and support as needed, together with DCYF's Parent Partner Program Administrator or designee.

1.1.31.4. Developing and maintaining a tracking system to produce data on family leaders' engagement, including, but not limited to, number of family leaders:

1.1.31.4.1. Recruited.

1.1.31.4.2. Trained.

1.1.31.4.3. Retained.

1.1.31.4.4. Matched with appropriate roles as training partners, advisors, members of committees, and other roles to be developed.

1.1.31.4.5. In attendance at events and meetings.

1.1.31.5. Developing and implementing an evaluation form to include key measures, as developed in collaboration with family leaders, the Contractor, and DCYF Leadership, to evaluate impact of family leaders' engagement, including, but not limited to:

1.1.31.5.1. Number of family leaders recruited.

1.1.31.5.2. Number of family leaders trained.

1.1.31.5.3. Number of family leaders retained.

1.1.31.5.4. Number of family leaders matched with appropriate roles as training partners, advisors, members of committees, and other roles to be developed.

1.1.31.6. Developing and implementing a process to check in with family leaders serving as training partners, co-facilitators, or others assigned to projects within three (3) business days of an activity to debrief how the activity went and to review evaluations, providing feedback as necessary.

1.1.31.7. Meeting quarterly with DCYF's Parent Partner Program leaders to provide a summary of family leaders' engagement, quarterly events, and evaluation results, and to engage in continuous quality improvement (CQI) for delivery of service to increase the effectiveness and efficiency of an organization to fulfill its policies and objectives. Evaluation results must include, but are not limited to, data regarding:

1.1.31.7.1. Training and event attendance.

1.1.31.7.2. Training evaluations.

1.1.31.7.3. Recommendations to improve scores that are indicative of low satisfaction.

1.1.31.8. Providing updates regarding family leaders' engagement and inclusion at DCYF leadership meetings and in DCYF-approved venues or publications.

1.1.31.9. Promoting family voice and lived experience integration in materials and events, including internal publications and at the DCYF annual conference.

Training Series

1.1.32. The Contractor must offer and administer the following training and professional development activities as specified in Paragraphs 1.1.33. through 1.1.68., at frequencies that will address the needs of the covered population served as determined by DCYF in locations and modalities agreed upon by DCYF.

Child Protection Service Worker (CPSW)/Juvenile Probation and Parole Officer (JPPO)/SYSC Pre-Service Series Trainings: Core Academy

1.1.33. The Contractor must coordinate the complete statewide pre-service series trainings, referred to as Core Academy, four (4) times annually based on DCYF needs, unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount based on training needs, such as in response to an unanticipated increase in the number of new hires.

1.1.34. The Contractor must provide the pre-service learning series to all Child Protection and Juvenile Justice staff (inclusive of all Child Protection, Juvenile Justice, and SYSC staff).

1.1.35. The Contractor must ensure Core Academy offerings are scheduled in the same order in each series.

Supervisory Pre-Service Series Trainings

1.1.36. The Contractor must identify, develop, or adapt a supervisory pre-service curriculum, incorporating DCYF supervisory standards and best practices, and deliver it in a format to be provided to new field child protection and juvenile justice supervisors (inclusive of all DCYF supervisors) within six (6) months of their hire.

1.1.37. The Contractor must ensure the supervisory pre-service series is approved by DCYF and provided at a frequency essential to achieving the required six (6) month time frames.

Attorney Pre-Service Series Trainings

1.1.38. The Contractor must coordinate, in collaboration with the New Hampshire Department of Justice, Office of the Attorney General, a pre-service curriculum for agency DCYF-assigned attorneys that provides knowledge and skill development in providing legal services in child welfare cases.

1.1.39. The Contractor must ensure pre-service curriculum includes, but is not limited to:

1.1.39.1. Trial skills.

1.1.39.2. Preparation of witnesses.

1.1.39.3. Child protection practices.

1.1.40. The Contractor must ensure the child protection practice components of the continuum coordinate with, and are linked to, the DCYF Core Academy trainings on child protection investigations and other child welfare topics.

1.1.41. The Contractor must provide the pre-service series trainings at a frequency required to achieve the required time frames.

1.1.42. The Contractor must ensure all DCYF-assigned attorneys complete training within one (1) year of hire.

NH DCYF Caregiver Pre-Service Trainings

1.1.43. The Contractor must coordinate a statewide DCYF Caregiver Pre-Service Training (CPT) series for caregiver families based on DCYF needs, unless otherwise authorized by the BPSD Training Administrator or designee, to increase or decrease the amount, such

as in response to an unanticipated increase in the number of prospective foster parents. For the purpose of this agreement, caregiver families are defined as kin, foster, and certain post-adoptive families and caregivers of children in out-of-home placements.

1.1.44. The Contractor must provide the seven (7) module series annually, with a minimum of twenty-one (21) offerings.

1.1.45. The Contractor must provide all seven (7) modules. This includes:

1.1.45.1. Developing and maintaining curriculum;

1.1.45.2. Providing physical or virtual training space;

1.1.45.3. Providing materials;

1.1.45.4. Registration/attendance tracking; and

1.1.45.5. Conducting course evaluation.

1.1.45.6. Providing qualified instructors.

Family Leaders Pre-Service Trainings: Family Empowerment and Lived Experience Integration Academy (FELEIA)

1.1.46. The Contractor must hire and maintain a full-time person with lived experience to serve as the FELEIA Coordinator.

1.1.47. The Contractor must collaborate with DCYF's Parent Partner Program leaders to coordinate capacity building to design and implement FELEIA to provide DCYF staff and family leaders with learning opportunities to develop knowledge and skills on how to partner and leverage family voices to improve practices, services, and systems to improve the lives of children, youth, and families.

1.1.48. The Contractor must identify and adopt a validated Core Competency Model to serve as a foundation and framework for FELEIA, integrating evidence-based knowledge, skills, and strategies to promote family empowerment and lived experience integration, such as the Center for States Family Empowerment Leadership Academy (FELA) curriculum.

1.1.49. The Contractor must design training modules to fidelity and adapt such modules to address the training needs of New Hampshire participants. The Contractor must build internal capacity to deliver those training modules by planning facilitator training sessions for family leaders and agency staff tasked with co-facilitating FELEIA modules to ensure that family leaders and agency staff develop knowledge and skills to improve family engagement and to support CQI processes and systems transformation efforts.

1.1.50. The Contractor must provide learning opportunities that are co-facilitated by DCYF staff and a family leader that integrate experiential learning, participatory activities, and hands-on application.

1.1.51. The Contractor must ensure FELEIA includes Better Together and Strategic Sharing as foundational modules, and eight (8) modules based on the national validated competency framework.

1.1.52. The Contractor must provide at least two (2) FELEIA series annually, starting in 2025. Each FELEIA series must include at least eight (8) modules in addition to Better Together and Strategic Sharing.

1.1.52.1. The Contractor is expected to partner with DCYF Parent Partner Program leadership and family leaders to co-design and test the model in calendar year 2024.

1.1.52.2. The Contractor must coordinate all modules. This includes:

1.1.52.2.1. Developing and maintaining curriculum;

1.1.52.2.2. Providing physical or virtual training space;

1.1.52.2.3. Providing materials;

1.1.52.2.4. Providing compensation to family leaders attending FELEIA and to those serving as instructors and co-facilitators, in an amount approved by the Department;

1.1.52.2.5. Planning and providing meals for participants;

1.1.52.2.6. Registration/attendance tracking; and

1.1.52.2.7. Conducting course evaluation.

1.1.53. The Contractor must develop, together with the DCYF Parent Partner Program Administrator or designee, a system to maintain records of family leaders and agency staff who participate in and graduate from FELEIA.

1.1.54. The Contractor must meet monthly with the DCYF Parent Partner Program Administrator or designee to share FELEIA design and implementation progress, including data on core objectives, core milestones, and key outcome measures.

Kinship Caregiver Trainings

1.1.55. The Contractor must coordinate a statewide Kinship Caregiver Training (KCT) series, based on DCYF needs in coordination with

the NH DCYF Kinship Navigator program, unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount.

1.1.55.1. The two (2) module series must occur annually, with a minimum of nine (9) offerings annually.

1.1.56. The Contractor must coordinate all KCT series modules by:

1.1.56.1. Developing and maintaining curriculum;

1.1.56.2. Providing physical or virtual training space;

1.1.56.3. Providing materials;

1.1.56.4. Registration/attendance tracking; and

1.1.56.5. Conducting course evaluation.

1.1.57. The Contractor must provide qualified instructors.

Ongoing Learning Opportunities for DCYF Staff

1.1.58. The Contractor must provide quarterly in-service learning opportunities to DCYF staff, which must be identified in collaboration with DCYF, to:

1.1.58.1. Provide enhanced skill development;

1.1.58.2. Address DCYF Strategic Priorities;

1.1.58.3. Refresh key skills and knowledge of staff; and

1.1.58.4. Include staff's annual learning needs assessment information, as developed in relationship to the Staff Competency Model, following a CQI model.

1.1.59. The Contractor must ensure in-person ongoing learning sessions are available to DCYF staff statewide. The Contractor must offer a total of sixty (60) hours of learning sessions annually, which includes no fewer than fifteen (15) hours per quarter and no fewer than six (6) distinct courses and thirty (30) hours per six (6) month period, to ensure compliance with the DCYF Policy Manual.

1.1.60. The Contractor must work collaboratively with DCYF to facilitate cycles of training to meet the requirement for DCYF staff's ongoing training needs and advanced planning for DCYF staff schedules.

1.1.60.1. The Contractor must collaborate in joint trainings with stakeholders, including, but not limited to medical or mental health providers or advocates, schools, law enforcement, Court Appointed Special Advocates (CASA), and the New Hampshire Court Improvement Project.

1.1.60.2. The Contractor must coordinate with the Office of the Attorney General regarding ongoing training with annual continuing legal education (CLEs) necessary for attorneys to maintain licensure.

Advanced Supervisory Training

1.1.61. The Contractor must provide an Advanced Supervisory Training to meet the needs of advanced supervisors, as indicated in the training assessment or as requested by the BPSD Training Administrator or designee, such as supervision of staff with hybrid schedules, and enhancing the transfer of learning for team members.

1.1.62. The Contractor must utilize data gathered from supervisors and leadership to explore the creation of curriculum that aligns with supervisors' training needs, the DCYF practice model, and the NH Competency Model.

Certified Mentor Program and Training

New Employee Mentoring

1.1.63. The Contractor must provide a Mentor Certificate Program series four (4) times annually, statewide, in conjunction with the Core Academy series, based on DCYF needs, unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount based on training needs, such as in response to an unanticipated increase in the number of new hires.

1.1.63.1. The Contractor must collaborate with DCYF and the BPSD Training Administrator or designee to implement, monitor, and evaluate the Mentor Program at DCYF, by:

1.1.63.1.1. Providing a quarterly Mentor Meeting led by the Contractor to reinforce DCYF Mentor Program policy, procedures, and forms; and

1.1.63.1.2. Providing six (6) hours of training annually to the existing pool of certified mentors.

Advanced Mentoring Training

1.1.64. The Contractor must provide Advanced Mentoring Training, a generalized professional development program, to include:

1.1.64.1. Skill development in technical management that builds off of the Mentor Certificate Program series foundational curriculum, two (2) times annually.

Caregiver On-Going Trainings (COT)

1.1.65. The Contractor must provide a minimum of two hundred and fifty (250) COT classes, (five (5) times per year, with fifty (50) classes per offering), statewide, based on DCYF needs with targeted marketing specific to each population identified in Subparagraphs 1.1.10.1. through 1.1.10.3.

Residential Counselor Core Trainings (RCCT)

1.1.66. The Contractor must provide no fewer than two (2) RCCT series annually statewide based on DCYF needs, or as otherwise specified by the BPSD Training Administrator or designee based on training needs. The training modality will be determined based on DCYF needs by the BPSD Training Administrator or designee.

NH Trails and Guiding Teens Through NH Trails

1.1.67. The Contractor must provide instructional design and provide the instructor(s) for NH Trails to prepare teenagers for independent living. The curriculum is currently available on a web-based platform for youth in kinship care, foster care, or residential care. The Contractor must co-train with the Adolescent Program Administrator or designee to ensure coordination with youth services. Tracking data for completion by youth must also be provided. NH Trails data may be used for collaboration with Youth Summit Steering Committee. NH Trails will be offered based on agency need.

1.1.68. The Contractor must provide the caregiver course, Guiding Teens Through NH Trails, two (2) times annually.

Project Management and Work Plan

1.1.69. The Contractor must establish a project management strategy that will ensure:

1.1.69.1. Tasks and activities are identified, monitored, and tracked;

1.1.69.2. Risks and issues are identified; and

1.1.69.3. All services provided meet the stated requirements and are delivered on time.

1.1.70. The Contractor must conduct a project kick-off meeting with DCYF within ten (10) business days of the contract effective date.

1.1.71. The Contractor must provide a Work Plan that defines the milestones, activities, deliverables, and due dates within ten (10) business days of the kick-off meeting.

1.1.72. The Contractor must provide a quarterly training timeline of all scheduled and projected trainings, as indicated in the Work Plan.

1.1.73. The Contractor must schedule and participate in weekly project status meetings, and provide notes from the meetings to DCYF within three (3) business days from the date of the meeting.

Materials and Location

1.1.74. The Contractor must provide and maintain all materials and equipment used for all trainings and events.

1.1.74.1. Materials must be prepared and delivered in advance, and any equipment set up and tested, to ensure training/events begin on time.

1.1.75. The Contractor must prepare all training and event locations prior to the training and return the space to its original set up, including removing any supplies, training items, and food.

1.1.76. The Contractor must provide and maintain all required training materials and equipment for learning sessions.

Staffing and Staff Training

1.1.77. The Contractor must provide organizational charts, updated as any changes occur, to demonstrate qualified staffing necessary to meet all requirements of this Agreement with expertise in areas that include at a minimum:

1.1.77.1. Program administration, with adult learning education and program background.

1.1.77.2. Special Projects coordination.

1.1.77.3. Quality assurance, including program evaluation.

1.1.77.4. Implementation Science.

1.1.77.5. The CQI cycle.

1.1.77.6. Program/learning session/event planning and coordination.

1.1.77.7. Curriculum development.

1.1.77.8. Instructional design.

1.1.77.9. Instructors and Instructor Coaches for all DCYF staff.

1.1.77.10. Information Technology and technical equipment support.

1.1.77.11. Diversity, Equity, Inclusion, and Belonging.

1.1.77.12. Family voice and lived experience integration in child welfare staff development.

1.1.78. The Contractor must ensure the Contractor's staff collaborate with DCYF staff as specified in this Agreement and as necessary to meet the requirements of the Agreement.

1.1.79. The Contractor is responsible for addressing any performance issues as identified by the Department for the Contractor's staff providing services under this Agreement.

1.1.80. The Contractor must provide instructors with learning and content area expertise and experience who are qualified to deliver both classroom learning and group/individual coaching on curriculum content, in collaboration with and as approved by DCYF.

1.1.81. The Contractor must provide their staff trainings that include organizational effectiveness models, leadership, coaching and mentoring, and DCYF best practices.

1.1.82. The Contractor must ensure qualified instructors are available to deliver each learning session.

1.1.82.1. The Contractor must ensure all instructors are qualified to teach specific courses/topics and possess a minimum of three (3) to five (5) years' experience in the health and human services field or as a caregiver family or residential provider (as appropriate to the course topic) with additional experience as a trainer/educator.

1.1.82.1.1. As needed, and with DCYF's recommendation and approval, the Contractor must provide support and development of Instructor Coaches.

1.1.82.2. The Contractor must provide training for their own staff on topics that must include, but are not limited to:

1.1.82.2.1. Organizational functioning.

1.1.82.2.2. Culture and climate.

1.1.82.2.3. DCYF practices.

1.1.82.2.4. Federal regulations for inclusion that must include, but are not limited to:

1.1.82.2.4.1. Safety and security on the job.

1.1.82.2.4.2. Child and Family Services Review.

1.1.82.2.4.3. DCYF Practice Model.

1.1.82.2.4.4. DCYF Strategic Priorities.

1.1.82.2.4.5. Solution Based Casework.

1.1.82.2.4.6. Adoption of evidence-based practices, such as trauma-informed approaches.

Conferences

Annual Staff and Stakeholder Conference

1.1.83. The Contractor must design, develop, and coordinate a two (2) day annual conference, alternating modalities between in-person and virtual, as directed by DCYF, for DCYF staff and other community stakeholders, in collaboration with DCYF.

1.1.83.1. In collaboration with DCYF, support must include, but is not limited to:

1.1.83.1.1. Processing payments associated with the conference.

1.1.83.1.2. Planning and organizing the conference.

1.1.83.1.3. Choosing workshops and keynote speakers in collaboration with DCYF, aligned with the DCYF-approved theme.

1.1.83.1.4. Coordinating the venue (in-person conferences only).

1.1.83.1.5. Selecting food (in-person conferences only).

1.1.83.1.6. Developing brochures.

1.1.83.1.7. Promoting the event to DCYF-approved audiences.

1.1.83.1.8. Tracking participant registration.

1.1.83.1.9. Coordinating the inclusion of family leaders and other people with lived experience in the conference planning and ensuring the participation of family leaders in the conference itself.

1.1.83.1.10. Conducting conference evaluation.

1.1.83.1.11. Coordination on the day of the event.

Annual Caregiver Conference

1.1.84. The Contractor must design, develop, and coordinate, in collaboration with DCYF and its stakeholders, an in-person annual conference for caregiver families.

1.1.85. The Contractor must be responsible for the following activities, including, but not limited to:

1.1.85.1. Processing all payments associated with the conference.

1.1.85.2. Planning and organizing the conference.

1.1.85.3. Choosing workshops and keynote speakers in collaboration with DCYF, aligned with the DCYF-approved theme.

1.1.85.4. Coordinating the venue.

1.1.85.5. Selecting food.

1.1.85.6. Developing brochures.

1.1.85.7. Promoting the event to DCYF-approved audiences.

1.1.85.8. Tracking participant registration.

1.1.85.9. Conducting conference evaluation.

1.1.85.10. Coordination on the day of the event.

Annual Youth Summit

1.1.86. The Contractor must design, develop, and coordinate, in collaboration with DCYF and the NH Youth Advisory Board (YAB), an in-person annual youth summit.

1.1.87. The Contractor must be responsible for the following activities, including, but not limited to:

1.1.87.1. All payments associated with the conference (sole responsibility).

1.1.87.2. Planning and organizing the conference.

1.1.87.3. Choosing workshops and keynote speakers in collaboration with DCYF, aligned with the DCYF-approved theme.

1.1.87.4. Coordinating the venue.

1.1.87.5. Selecting food.

1.1.87.6. Developing brochures.

1.1.87.7. Promoting the event to DCYF-approved audiences.

1.1.87.8. Tracking participant registration.

1.1.87.9. Conducting conference evaluation.

1.1.87.10. Coordination on the day of the event.

DCYF's Parent Partner Program, including Better Together Teams, Workshops, and Round Tables

1.1.88. The Contractor must collaborate with DCYF's Parent Partner Program leaders, including coordination of capacity building to integrate lived experience in child welfare, including, but not limited to:

1.1.88.1. Coordinating the recruitment, training, and retention of a pool of family leaders ready to partner with DCYF as practice advisors, training partners, committee members, and other roles.

1.1.88.2. Strengthening and leveraging local Better Together Teams, which include DCYF staff, family leaders, and community partners, to promote the value of family voices and to improve family engagement practices at the Department's District Offices, and to lead recruitment of family leaders.

1.1.88.2.1. The Contractor must hire and maintain a full-time Family Leaders Coordinator, as noted in Subparagraph 1.1.31.1., to:

1.1.88.2.1.1. Participate in the Better Together Team meetings at all the District Offices;

1.1.88.2.1.2. Coordinate family leader recruitment activities; and

1.1.88.2.1.3. Support local team projects, which may include planning "family voice panels" to provide the viewpoint of lived experience to staff; planning the inclusion of family leaders in practice discussions to continuously improve staff skills and knowledge of how to engage and partner with families; and planning reunification celebrations to honor and celebrate families who reunified.

1.1.88.3. Developing and implementing a plan to compensate family leaders for their participation in program activities and for their contribution to projects.

1.1.88.4. Enhancing family voices, lived experience integration, and family empowerment by using family leaders to:

1.1.88.4.1. Serve as panelists as subject matter experts;

1.1.88.4.2. Serve as presenters, instructors, and facilitators;

1.1.88.4.3. Serve as consultants for staff;

1.1.88.4.4. Co-facilitate activities and meetings with other parents and adult caregivers; and

1.1.88.4.5. Actively partner with DCYF in practice improvements, CQI, and system-level transformation projects.

1.1.88.5. Creating and implementing a coaching model to develop and support family leaders to meaningfully participate in various activities and projects.

1.1.88.6. Establishing and maintaining records, including a master list of family leaders.

1.1.88.7. Maintaining regular in-person, phone, or email contact with family leaders to sustain their engagement and inclusion in the work, and to share agenda planning and ongoing communications.

1.1.88.8. Planning and facilitating bimonthly (every other month) Parent Partner Program Steering Committee meetings, together with the Parent Partner Program Administrator or designee, to provide oversight to lived experience integration and mobilize members into action.

Better Together Workshops

1.1.89. The Contractor must plan and deliver in-person and virtual Better Together Workshops, using the curriculum owned by Casey Family Program that DCYF has a license to implement in NH:

1.1.89.1. **In-person**:

1.1.89.1.1. As part of the DCYF Core Academy, five (5) annually; and

1.1.89.1.2. For foster parents, five (5) annually.

1.1.89.2. Workshop planning and delivery must include:

1.1.89.2.1. Selecting venue;

1.1.89.2.2. Registering family leaders;

1.1.89.2.3. Securing breakfast and lunch for participants via catering services;

1.1.89.2.4. Participating in preparatory meetings;

1.1.89.2.5. Ensuring needed supplies are on site;

1.1.89.2.6. Coordinating venue setup;

1.1.89.2.7. Providing designated staff to support co-leads during workshops;

1.1.89.2.8. Providing compensation to family leaders attending Better Together via honoraria/stipends, in an amount approved by the Department;

1.1.89.2.9. Providing compensation to family leaders serving as co-facilitators via instructors' fees, in an amount approved by the Department;

1.1.89.2.10. Collecting evaluations from participants; and

1.1.89.2.11. Returning supplies to storage.

1.1.89.3. **Virtual**, as part of the DCYF Core Academy, including:

1.1.89.3.1. Hosting the virtual event;

1.1.89.3.2. Registering family leaders;

1.1.89.3.3. Participating in preparatory meetings;

1.1.89.3.4. Ensuring needed resource materials are accessible, such as reference documents;

1.1.89.3.5. Providing designated staff to support co-leads during workshops;

1.1.89.3.6. Providing compensation to family leaders participating the virtual sessions via honoraria/stipends, in an amount approved by the Department;

1.1.89.3.7. Providing compensation to family leaders serving as co-facilitators via instructors fee, in an amount approved by the Department; and

1.1.89.3.8. Collecting evaluations from participants.

Better Together Round Tables

1.1.90. The Contractor must plan and deliver in-person or virtual Better Together Round Tables that are in-person or virtual, at the direction of DCYF:

1.1.90.1. Four (4) annually, for residential providers;

1.1.90.2. Four (4) annually, for DCYF seasoned staff as a "refresher"; and

1.1.90.3. Five (5) annually, for birth parents and foster parents.

Court Improvement Project

1.1.91. The Contractor must assist the Court Improvement Project (CIP) with the coordination of up to two (2) trainings to update staff on protocols relative to abuse and neglect cases, and permanency planning during a two (2) year period, as needed, which must include DCYF staff as a portion of the audience.

1.1.92. The Contractor must be responsible for the following duties for the two (2) CIP trainings, including, but not limited to:

1.1.92.1. Assisting with program planning.

1.1.92.2. Assisting with venue coordination.

1.1.92.3. Preparing and paying for copying learning materials.

1.1.92.4. Tracking participant registration.

1.1.92.5. Coordination on the day of the event.

Data and Data Collection

1.1.93. The Contractor must be responsible for both professional development and learning program data collection, with particular attention to data, including, but not limited to:

1.1.93.1. Location.

1.1.93.2. Number and demographic information regarding attendees.

1.1.93.3. Individual learning session records for all DCYF staff, caregiver families, and residential staff, as applicable.

1.1.93.4. Facilitator/coaches.

1.1.93.5. Courses/learning sessions offered.

1.1.93.6. Learning attendance costs, to include per participant costs.

1.1.93.7. Learning evaluations, linked to practice outcomes.

1.1.93.8. All learning session attendance requirements (certificates/attendance/completion).

1.1.93.9. A combination of satisfaction and performance data.

1.1.93.10. Curriculum archiving in DHHS storage solutions.

Expense Reimbursement

1.1.94. The Contractor must pay for all DCYF-approved in-state and out-of-state travel-related expenses for DCYF staff, for non-DCYF professional development opportunities, including registration costs, mileage, tolls, meals, hotel, and related costs, in accordance with the NH Department of Administrative Services' Manual of Procedures (MOP) 1301, Reimbursement of Travel, that is in effect at the time of this Agreement.

1.1.95. The Contractor must manage reimbursement of childcare expenses incurred by caregiver families in order to attend trainings.

1.1.96. The Contractor must request documentation required for reimbursement.

Course, Participant, and Transfer of Learning Evaluations

Course Evaluation

1.1.97. The Contractor, in collaboration with DCYF, must develop and maintain an evaluation system/structure for every training delivered to participants using best practice learning evaluation methodologies.

1.1.98. The Contractor must ensure the evaluation system has a learning delivery that is aligned with:

1.1.98.1. DCYF mission statement;

1.1.98.2. DCYF Practice Model;

1.1.98.3. DCYF Strategic Priorities;

1.1.98.4. DEIB and lived experience integration; and

1.1.98.5. A competency-based framework.

1.1.99. The evaluation system must be approved by the DCYF BPSD Training Administrator or designee.

Participant Evaluation

1.1.100. The Contractor must evaluate the competency-based learning opportunities via:

1.1.100.1. Participant reaction questionnaires after every training event, including behavioral anchors;

1.1.100.2. Pre- and post-knowledge and skills test before and after any online training, regardless of length;

1.1.100.3. Pre- and post-knowledge and skills test before and after all pre-service trainings; and

1.1.100.4. Pre- and post-knowledge and skills test before and after all ongoing training longer than one (1) day.

Transfer of Learning (TOL) Evaluation

1.1.101. The Contractor must evaluate transfer of learning for pre-service trainings at minimum using a tool such as the Curry, et al. (2011) TOL Scale, adding additional measures of transfer of learning as part of the coaching and mentoring program.

1.1.102. The Contractor must link the gain in knowledge and skills and TOL to practice behaviors, as demonstrated in case practice reviews, and to outcomes for children.

Reporting Requirements

Monthly Reports

1.1.103. The Contractor must submit monthly written reports to ensure tasks and activities are delivered in accordance with the DCYF-approved Work Plan. Reports must include, but are not limited to:

1.1.103.1. A summary of the key work performed during the monthly period.

1.1.103.2. Encountered and foreseeable key issues and problems, partnered with mitigation strategies.

1.1.103.3. Scheduled work for the upcoming period, including progress on the Work Plan.

1.1.103.4. Learning needs and data, as described in Paragraph 1.1.6. and Subparagraph 1.1.7.1.

1.1.104. The reports are due within ten (10) days of the conclusion of each month.

1.1.105. The reports must be submitted to the BPSD Training Administrator or designee.

Quarterly Reports

1.1.106. The Contractor must submit quarterly written reports that include, but are not limited to:

1.1.106.1. Registration and attendance data for each learning session.

1.1.106.2. Curriculum/topics developed, updated, or worked on, and evaluation results for that quarter, which are specifically linked to performance outcomes.

1.1.107. The reports must be submitted to the BPSD Training Administrator within thirty (30) days of the conclusion of each NH State Fiscal Year quarter:

1.1.107.1. Q1: July 1 through September 30 (due October 30).

1.1.107.2. Q2: October 1 through December 31 (due January 30).

1.1.107.3. Q3: January 1 through March 31 (due April 30).

1.1.107.4. Q4: April 1 through June 30 (due July 30).

End-of-Year Reports

1.1.108. The Contractor must submit end-of-year (following Q4) written reports. Reports must include, but are not limited to:

1.1.108.1. A complete program overview.

1.1.108.2. Accomplishments towards program goals and performance measures linked to outcomes.

1.1.108.3. Registration and attendance during the report year.

1.1.108.4. Learning needs assessments gathered during the report year.

1.1.108.5. Learning session(s) evaluation results.

1.1.108.6. Program cost effectiveness, which must include costs per attendee and/or course.

1.1.108.7. The Contractor must submit one (1) electronic copy and ten (10) hard copies of the report to the BPSD Training Administrator or designee within sixty (60) days of the end of the SFY.

Other reports

1.1.109. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

Exhibit A Item F-1, Budget Table

New Hampshire Department of Health and Human Services		
Contractor Name:	University of New Hampshire	
Budget Request for:	Professional Development and Training	
Budget Period	partial SFY24: 1/1/24 - 6/30/24	
Indirect Cost Rate (if applicable)	0.26	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$ 630,608	
2. Fringe Benefits	$ 192,713	
3. Consultants	$ -	$ 24,667
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$ -	
5.(a) Supplies - Educational	$ -	
5.(b) Supplies - Lab	$ -	
5.(c) Supplies - Pharmacy	$ -	
5.(d) Supplies - Medical	$ -	
5.(e) Supplies Office	$ 5,100	
6. Travel - DCYF domestic	$ 120,500	
7. Software	$ 1,100	
8. (a) Other - Marketing/ Communications	$ -	
8. (b) Other - Education and Training	$ 43,730	$ 305,345
CANS	$ 15,000	
8. (c) Other -CWEP Travel and Training	$ 11,250	
Memberships	$ 126	
Postage	$ 438	
Printing	$ 700	
DCYF Conference	$ -	
Youth Conference	$ -	
Caregiver Conference	$ -	
FELEIA	$ 25,000	
Better Together	$ 15,000	
Meals	$ 5,000	
Other business meals	$ 1,750	
9. Subrecipient Contracts	$ -	
Total Direct Costs	$ 1,068,014	$ 330,012
Total Indirect Costs	$ 277,684	$ 6,413
TOTAL	$ 1,345,698	$ 336,425

Contractor: DS kf

Date: 12/1/2023

Exhibit A Item F-1, Budget Table

New Hampshire Department of Health and Human Services		
Contractor Name:	University of New Hampshire	
Budget Request for:	Professional Development and Training	
Budget Period	SFY 2025: July 1 2024 - June 30 2025	
Indirect Cost Rate (if applicable)	0.26	
Line Item	**Program Cost - Funded by DHHS**	**Program Cost - Contractor Share/ Match**
1. Salary & Wages	$ 1,380,855	
2. Fringe Benefits	$ 432,254	
3. Consultants	$ -	$ 24,667
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$ -	
5.(a) Supplies - Educational	$ -	
5.(b) Supplies - Lab	$ -	
5.(c) Supplies - Pharmacy	$ -	
5.(d) Supplies - Medical	$ -	
5.(e) Supplies Office	$ 9,270	
6. Travel - DCYF domestic	$ 147,690	
7. Software	$ 3,400	
8. (a) Other - Marketing/ Communications	$ -	
8. (b) Other - Education and Training	$ 210,000	$ 775,824
CANS	$ 15,000	
8. (c) Other -CWEP Travel and Training	$ 23,175	
Memberships	$ 500	
Postage	$ 1,750	
Printing	$ 2,800	
DCYF Conference	$ 146,300	
Youth Conference	$ 22,000	
Caregiver Conference	$ 60,000	
FELEIA	$ 51,500	
Better Together	$ 30,900	
Meals	$ 20,600	
Other business meals	$ 3,605	
9. Subrecipient Contracts	$ -	
Total Direct Costs	$ 2,561,599	$ 800,491
Total Indirect Costs	$ 666,016	$ 6,413
TOTAL	$ 3,227,615	$ 806,904

Contractor: DS kf

Date: 12/1/2023

Exhibit A Item F-1, Budget Table

New Hampshire Department of Health and Human Services		
Contractor Name:	University of New Hampshire	
Budget Request for:	Professional Development and Training	
Budget Period	SFY 2026: July 1 2025 - June 30 2026	
Indirect Cost Rate (if applicable)	26%	

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	$ 1,422,281	
2. Fringe Benefits	$ 445,222	
3. Consultants	$ -	$ 24,667
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$ -	
5.(a) Supplies - Educational	$ -	
5.(b) Supplies - Lab	$ -	
5.(c) Supplies - Pharmacy	$ -	
5.(d) Supplies - Medical	$ -	
5.(e) Supplies Office	$ 9,548	
6. Travel - DCYF domestic	$ 156,745	
7. Software	$ 3,607	
8. (a) Other - Marketing/ Communications	$ -	
8. (b) Other - Education and Training	$ 223,703	$ 800,489
CANS	$ 15,000	
8. (c) Other -CWEP Travel and Training	$ 24,586	
Memberships	$ 530	
Postage	$ 1,857	
Printing	$ 2,971	
DCYF Conference	$ 140,345	
Youth Conference	$ 22,000	
Caregiver Conference	$ 60,000	
FELEIA	$ 54,636	
Better Together	$ 31,827	
Meals	$ 21,218	
Other business meals	$ 3,825	
9. Subrecipient Contracts	$ -	
Total Direct Costs	$ 2,639,901	$ 825,156
Total Indirect Costs	$ 686,374	$ 6,413

TOTAL	**$ 3,326,275**	**$ 831,569**

DS

Contractor: kj

Date: 12/1/2023

Exhibit A Item F-1, Budget Table

New Hampshire Department of Health and Human Services		
Contractor Name:	University of New Hampshire	
Budget Request for:	Professional Development and Training	
Budget Period	SFY 2027: July 1 2026 - June 30 2027	
Indirect Cost Rate (if applicable)	26%	

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	$ 1,464,949	
2. Fringe Benefits	$ 458,579	
3. Consultants		$24,667
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	$ 9,835	
6. Travel - DCYF domestic	$ 163,907	
7. Software	$ 3,715	
8. (a) Other - Marketing/ Communications		
8. (b) Other - Education and Training	$ 230,864	$ 824,110
8. (c) Other -CWEP Travel and Training	$ 15,000	
Memberships	$ 25,324	
Postage	$ 546	
Printing	$ 1,913	
DCYF Conference	$ 3,060	
Youth Conference	$ 140,345	
Caregiver Conference	$ 22,000	
FELEIA	$ 60,000	
Better Together	$ 56,275	
Meals	$ 32,782	
Other business meals	$ 21,855	
9. Subrecipient Contracts	$ 3,940	$ -
Total Direct Costs	$ 2,714,889	$ 848,777
Total Indirect Costs	$ 705,871	$ 6,413

TOTAL	$3,420,760	$855,190

Contractor: DS kf

Date: 12/1/2023

New Hampshire Department of Health and Human Services
Professional Development and Training

Exhibit A Item F-2

Payment Terms

1. This Agreement is funded by:
   1.1. 79.54% Federal funds:
      1.1.1. 96.77% Federal funds, as awarded on October 1, 2023, by the Administration for Children & Families, NH Foster Care, CFDA 93.658, FAIN 2301NHFost;
      1.1.2. 2.00% Federal funds, as awarded on October 1, 2023, by the Administration for Children & Families, Adoption and Legal Guardianship Incentive, CFDA 93.603, FAIN 2301NHAIPP;
      1.1.3. 0.73% Federal funds, as awarded on October 1, 2023, by the Administration for Children & Families, John H. Chafee Foster Care Program for Successful Transition to Adulthood, CFDA 93.674, FAIN 2301NHCILP; and
      1.1.4. 0.50% Federal funds as awarded on October 1, 2019, by the Office of Juvenile Justice and Delinquency Prevention, Juvenile Justice and Delinquency Prevention, CFDA 16.540, 2019-JX-FX-0052.
   1.2. 20.46% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, and must include a 25% match, as specified in Exhibit A, Item F-1.
   3.1. The Contractor must meet match and funding requirements as listed in the U.S. Department of Health and Human Services, Administration for Children and Families, Child Welfare Policy Manual, Section 8.1.
   3.2. The Contractor must comply with the Social Security Act, Title IV, Part E, Section 477, relative to allowable funding uses when accessing John H. Chafee Foster Care Independence Program Grant funding through this contract.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Must provide additional supporting documentation if requested by the Department.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date.

7. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.

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

9. Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.

New Hampshire Department of Health and Human Services Exhibit A-2

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 Department of Health and Human Services.

Project Title: RFP-2024-DCYF-01-PROFE-01 – Professional Development and Training
Project Period: 1/1/2024 - 6/30/2027

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. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.

c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

h. "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.

i. "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.

j. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

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Campus Authorized Official KJ
Date: 12/1/2023

k. "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.

l. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

o. "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.

p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.

q. 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, and its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement (including this Exhibit) 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

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Campus Authorized Official KJ
Date: 12/1/2023

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. The Business Associate shall notify the NH DHHS Information Security via the email address provided in Exhibit K- Information Security Requirements of this Contract, of any Incidents or Breaches immediately after the Business Associate has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

b. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person who used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than two (2) business days of discovery of the breach and after completion, immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all applicable sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3(l) 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 the Agreement for the purpose of use and disclosure of protected health information.

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Campus Authorized Official

Date: 12/1/2023

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Exhibit.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of this Exhibit, 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) <u>Obligations of Covered Entity</u>

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Campus Authorized Official
Date: 12/1/2023

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph #14 of the 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, including this Exhibit, 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 or this Exhibit 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 this Exhibit in section (3)(l), and the defense

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Campus Authorized Official: KJ
Date: 12/1/2023

and indemnification provisions of section (3) and Paragraph #14 of the Agreement shall survive the termination of the Agreement.

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

Department of Health and Human Services The State	University of New Hampshire
DocuSigned by: Jeff Fleischer 01EB159802F6469...	DocuSigned by: Karen Jensen BDCC2BEAFB78464...
Signature of Authorized Representative	Signature of Authorized Representative
Jeff Fleischer	Karen Jensen
Authorized Representative	Authorized Representative
Director	Director, Pre-Award
Title of Authorized Representative	Title of Authorized Representative
12/1/2023	12/1/2023
Date	Date

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kj
Campus Authorized Official
Date: 12/1/2023

New Hampshire Department of Health and Human Services Exhibit A-3

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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 data 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 shall 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, anti-hacker, 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.).

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.

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 NH DHHS Information Security via the email address provided in this Exhibit, of any Security Incidents and Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

APPLICATION REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality
	GENERAL SPECIFICATIONS	
A1.1	Ability to access data using open standards access protocol.	M
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M
	APPLICATION SECURITY	
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M
A2.3	Enforce unique user names.	M
A2.4	Comply with the Department's Password Standard and DoIT's statewide User Account and Password Policy when developing, establishing, and enforcing system Administrative (privileged) and End User (non-privileged) accounts. Should a requirement conflict reside between the two documents the more restrictive requirement must be followed.	M
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M
A2.10	The application shall not store authentication credentials or sensitive data in its code	M
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M
A2.13	All logs must be kept for one (1) year, unless protected health information is entered into/stored in the system or product, then all audit logs must be kept for six (6) years for HIPPA compliance.	M
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M
A2.15	Do not use Software and System Services for anything other than they are designed for.	M
A2.16	The application Data shall be protected from unauthorized use when at rest.	M
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M
A2.19	Utilize change management documentation and procedures.	M
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M
A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M

TESTING REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality
	APPLICATION SECURITY TESTING	
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the Department and State's web site and its related Data assets.	M
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP Top Ten Project).	M
T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M

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	STANDARD TESTING	
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M
T2.2	The Vendor must perform application stress testing and tuning.	M
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M
T2.4	The vendor must define and test disaster recovery procedures.	M

HOSTING-CLOUD REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality
	OPERATIONS	
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%.	M
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M
H1.5	Vendor shall monitor System, security, and application logs.	M
H1.6	Vendor shall manage the sharing of data resources.	M
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M
H1.8	The Vendor shall monitor physical hardware.	M
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M
	DISASTER RECOVERY	
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M
	HOSTING SECURITY	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M
	SERVICE LEVEL AGREEMENT	
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M

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H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service	M
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality
	SUPPORT & MAINTENANCE REQUIREMENTS	
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M
S1.16	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M

PROJECT MANAGEMENT

State Requirements

Req #	Requirement Description	Criticality
	PROJECT MANAGEMENT	
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M
P1.2	Vendor shall provide Project Staff as specified in the RFA.	M
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks.	M
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by DHHS.	M.
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M

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New Hampshire Department of Health and Human Services
Exhibit A-5 – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

New Hampshire Department of Health and Human Services
Exhibit A-5 – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.
      Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

FORM A

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

1. The UEI (SAM.gov) number for your entity is: GBNGC495XA67

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

   X _____NO _____YES

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

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

   _____NO _____YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: University of New Hampshire

Karen Jensen

12/1/2023
Date:

Name: Karen Jensen
Title: Director Pre-Award Compliance