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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Commissioner

Marie E. Noonan
Interim Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into **Sole Source** cooperative project agreements with the contractors listed below in an amount not to exceed $525,234 for a child welfare tuition partnership that will provide educational opportunities in the field of social work to qualified future employees of the Division for Children, Youth and Families, with the option to renew for up to four (4) additional years, effective July 1, 2024 upon Governor and Council approval, through June 30, 2026. 75% Federal Funds and 25% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
University of New Hampshire	VC# 177867	Statewide	$357,306
Plymouth State University	VC# 177866	Statewide	$167,928
		Total:	**$525,234**

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

See attached fiscal details

EXPLANATION

This request is **Sole Source** because the Contractors are the only Contractors able to provide the necessary services. The Contractors are the only two public (2) universities in New Hampshire that have accredited social work programs and the infrastructure required to meet the deliverables in this contract. The Contractors both offer Bachelor's level degrees in social work studies, and the University of New Hampshire also offers Master's level degrees.

The purpose of this agreement is for the Contractors to recruit students within the Bachelor/Master of Science in Social Work programs to provide a two-year post graduate service commitment to DCYF, in exchange for one (1) year of tuition payments. The Contractors will increase the number of staff that are fully trained and to provide staff with required training which allows new staff to immediately carry their own caseload of families, youth and children. These new staff members will assist families to identify and access services to improve child welfare safety, permanency and wellbeing outcomes. The Contractor will ensure the proper coursework preparation for the DCYF workforce, as well as incorporate current social work research into the DCYF staff training programs.

The Department is mandated by State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV-E, to provide ongoing educational opportunities to this audience, specific to children and families serviced by DCYF. Between 2016 and 2022, the Division has accepted twenty-six (26) IV-E interns into the program with the University of New Hampshire, of which approximately sixteen (16) were from the Master's level program and approximately ten (10) from the Bachelor's level program. The Division has also accepted approximately twenty-one (21) IV-E interns into the program with Plymouth State University. A recent survey of both recent graduates and long-term DCYF employees resulted in over eighty percent (80%) stating they planned to stay at DCYF after their Title IV-E agreements ended. Students reported strengths of the program to include quality of supervision, applied learning, developing personal relationships, and fostering a supportive relationship between DCYF and the University of New Hampshire.

DCYF has experienced employee attrition rates that eclipse the availability of properly trained/educated child welfare professionals to fill such vacancies. This has caused significant delays in recruitment. The Child Welfare Tuition Partnership provides DCYF with a mechanism with which to recruit and retain employees and cultivate a skilled and competent workforce in the social work field. Funds in this agreement will be used for the Child Welfare Tuition Partnership to address the lack of properly trained/educated child welfare professionals in the workplace and fill vacant positions due to high employee attrition experienced by DCYF.

Approximately fifteen (15) individuals will be served during State Fiscal Years 2025 and 2026. If the candidate does not fulfill their commitment, they are required to reimburse the Department for payments and costs.

The Department will monitor services by reviewing the following performance measures:

- Evaluation report that shall incorporate both process and outcome measures within ninety (90) days after the end of each state fiscal year.
- Annual recommendations from the program and an outline of the steps taken for improvement of the program.
- Reports that provide registration and attendance data for each semester, including evaluation results specifically linked to performance outcomes.
- End of year report within ninety (90) days of the end of the State Fiscal Year which will provide a complete program overview, accomplishments towards program goals and performance measures linked to outcomes and including return on investment; registration and attendance during the report year; learning needs assessment gathered during the report year; learning session(s) evaluation results; program cost effectiveness, which shall include costs per attendee and/or course.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, continued funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department may be unable to recruit students within the Contractors Bachelor/Masters of Science in Social Work programs and improve the DCYF staff vacancy rate.

Source of Federal Funds: Assistance Listing Number #93.658, FAIN #2301NHFOST

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

Respectfully submitted,

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Fiscal Details Sheet

05-95-042-4210-3220000- HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, BUREAU OF PROF & STRATEGIC DEV 75% Federal Funds 25% General Funds

University of New Hampshire **Vendor# 315187**

SFY	Class/Account	Class Title	Job Number	Total Amount
2025	067/500544	Education Training	42102000	$178,653
2026	067/500544	Education Training	42102000	$178,653
			Subtotal	$357,306

Plymouth State University **Vendor# 315187**

SFY	Class/Account	Class Title	Job Number	Current Amount
2025	067/500544	Education Training	42102001	$91,320
2026	067/500544	Education Training	42102001	$76,608
			Subtotal	$167,928

			Contract Total	**$525,234**

DocuSign Envelope ID: D7867642-A949-4343-9425-AA8A0BA307D4

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 & Families, (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, 2026. 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: Child Welfare Tuition Partnership

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

State Project Administrator

Name: Kimberly Crowe
Address: 129 Pleasant Street
Concord, NH 03301

Phone: (603) 419-0317

Campus Project Administrator

Name: Gretchen Swain
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824
Phone: 603-862-3465

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

State Project Director

Name: Marie Noonan
Address: 97 Pleasant Street
Concord, NH 03301

Phone: (603) 271-4455

Campus Project Director

Name: Melissa Wells
Address: Pettee Hall Rm. 239
Durham, NH 03824

Phone: (603) 862-0076

DS

Campus Authorized Official

Date 6/10/2024

F. Total State funds in the amount of $357,306, have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

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

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. SS-2025-DCYF-01-CHILD-01 from Administration for Children and Families under ALN (formerly CFDA) #93.658 federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

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

By An Authorized Official of:
University of New Hampshire
Name: Dianne Hall
Title: Manager, Sponsored Programs Administration
Signature and Date: DocuSigned by: Dianne Hall 6/10/2024
31DB236F340F413...

By An Authorized Official of:
Department of Health and Human Services
Name: Marie Noonan
Title: Interim Director, DCYF
Signature and Date: DocuSigned by: Marie Noonan 6/11/2024
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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 6/11/2024
74073484494146B...

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

DS
Campus Authorized Official
Date 6/10/2024

EXHIBIT A

A. Project Title: Child Welfare Tuition Partnership (SS-2025-DCYF-01-CHILD-01)

B. Project Period: Effective July 1, 2024, upon Governor and Executive Council approval, through June 30, 2026.

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, Partnership Agreement for Bachelor's Level Social Work Program; Exhibit A-3, Partnership Agreement for Master's Level Social Work Program, Exhibit A-4, Federal Requirements, Exhibit A-5, DHHS Information Security Requirements, Exhibit A-6, Business Associate Agreement.

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

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

DS
DH

Campus Authorized Official

Date 6/10/2024

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 Administration for Children and Families, Foster Care Assistance Program Grant Title IV-E under Assistance List #93.658.

DS

Campus Authorized Official

Date 6/10/2024

Exhibit A Item F-1 Budget Table

New Hampshire Department of Health and Human Services
Contractor Name: *University of New Hampshire*
Budget Request for: *Child Welfare Tuition Partnership*
Budget Period: *July 1, - June 30 (SFYs 2025 & 2026)*
Indirect Cost Rate (if applicable) 37.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$32,500	$32,500
2. Fringe Benefits	$8,488	$8,488
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (Subscriptions)	$0	$0
Other (Office Supplies)	$0	$0
Other (Participant Support)	$12,500	$12,500
Other (Tuition and Fees)	$110,000	$110,000
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$163,488	$163,488
Total Indirect Costs	$15,165	$15,165
Totals	$178,653	$178,653

DS
DH
Contractor Initial: _____
Date: 6/10/2024

New Hampshire Department of Health and Human Services
Child Welfare Tuition Partnership

Exhibit A Item F-2

Payment Terms

1. This Agreement is funded by:
   1.1. 75% Federal funds, Foster Care Assistance Program Grant Title IV-E, as awarded on March 31, 2023, by the Administration for Children and Families, Assistance Listing Number 93.658, FAIN 2301NHFOST.
   1.2. 25% 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.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1
4. The Contractor shall submit an invoice to the Department monthly following the month in which the allowable expenses were incurred and in accordance with the Contactor's usual and customary business practices and 2 CFR 200. 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 expenses for the previous month, in accordance with 2 CFR 200.403 or other applicable Federal or State laws or regulations.
   4.4. Includes supporting documentation, as requested by the Department, of allowable costs, which may include, but is not limited to, payroll records, receipts for purchases, and proof of expenditures, as follows:
      4.4.1. With the first invoice for services provided under this Agreement.
      4.4.2. With subsequent invoices, upon request by the Department.
   4.5. Is completed, dated and returned to the Department or allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature 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-five (45), or sooner if available, 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
Child Welfare Tuition Partnership

EXHIBIT A-1

Scope of Services

1. Statement of Work

1.1. The Contractor shall award eligible students with tuition assistance, in accordance with the Title IV-E tuition assistance requirements in 45 CFR 1356.60 Fiscal Requirements, Title IV-E, and according to the tuition assistance program as described in eCFR::45 CFR 235.63 – Conditions for FFP, which shall include, but is not limited to:

1.1.1. Selecting eligible students through a competitive screening process, which includes the following three (3) steps:

1.1.1.1. Collaborative determination of eligibility of candidacy to the Child Welfare Tuition Partnership by the Contractor and a DCYF representative using agreed upon criteria ((see section 1.14.).

1.1.1.2. Final interview with each candidate facilitated collaboratively by a Selection Committee comprised of the Contractor and two (2) DCYF representatives.

1.1.1.3. A day-long shadowing experience and written reflection completed by each candidate, reviewed by the Selection Committee.

1.1.2. Ensuring tuition assistance is equitably awarded to students; and

1.1.3. **Allocating funds for tuition and stipend assistance to be available each semester.**

1.2. The Contractor shall ensure the provisions of service, internship and reimbursement are accepted and adhered to by the student prior to awarding any tuition assistance by executing the appropriate agreement in Exhibit A-2, Partnership Agreement for Bachelor's Level Social Work Program or Exhibit A-3, Partnership Agreement for Master's Level Social Work Program, as appropriate. The Contractor shall:

1.2.1. Explain the service commitment requirement (See 1.15)) and ensure candidates understand the repayment agreement should they not follow through with the program;

1.2.2. Ensure that students have an additional "check-in" meeting with the Selection Committee between selection and internship, if the internship will not begin for twelve (12) months or more after the initial acceptance;

1.2.3. Forward the original agreement to DCYF, retaining a copy for their records; and

1.2.4. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within thirty (30) days of any request from DCYF.

1.3. The Contractor shall develop, update and provide materials, including, but not limited to brochures and web-site advertising, as approved by the Department, which promote the Child Welfare Tuition Partnership. The Contractor shall:

1.3.1. Ensure that potentially eligible students in all Bachelor of Science in Social Work (BSSW) and Master of Social Work (MSW) programs (e.g. main campus, online, advance standing, etc.) are made aware of the tuition opportunity.

1.3.2. Provide students written and verbal information regarding the Child Welfare Tuition Partnership.

1.3.3. Discuss the Child Welfare Tuition Partnership as one of the core opportunities at the Field Instruction Training held each winter.

1.3.4. Hold two (2) annual information meetings for individuals interested in learning more about child welfare job opportunities.

1.3.5. Ensure the Child Welfare Tuition Partnership application and brochure are available on-line on the Contractor's website, as well as in hard copy publicly displayed in the Department of Social Work on Campus.

1.4. The Contractor shall accommodate students working full time by adjusting their course schedules on an individual basis, as well as offering some evening courses.

1.5. The Contractor shall invite the DCYF Training Administrator to service as a member of the Contractor's Advisory Board and review curriculum in child welfare to match current State of New Hampshire practices.

1.6. The Contractor shall ensure course content is reviewed and updated annually to be consistent with policy and practice improvements made by DCYF, including, but not limited to:

1.6.1. Ensuring the Program Director or his/her designee will participate in the DCYF Workforce Development Committee, which focuses on workforce recruitment and retention, at the Department of Health and Human Services (DHHS); and

1.6.2. Ensuring DCYF guest speakers are included in child welfare electives.

1.7. The Contractor shall share the results of the annually updated course content with the DCYF Training Administrator.

1.8. The Contractor shall identify and evaluate student participant needs, both as students and prospective DCYF employees, which includes, but is not limited to:

1.8.1. Providing recommendations for improvements;

1.8.2. Identifying current program challenges; and

1.8.3. Addressing barriers to meeting student needs.

1.9. The Contractor shall examine Title IV-E program outcomes, which includes, but is not limited to assessing participant's child welfare knowledge upon entry to the program and post-graduation from the program.

1.10. The Contractor shall conduct a Title IV-E Student Transition Survey, as co-developed with the Department, which includes, but is not limited to:

1.10.1. Ensuring past and present Title IV-E students receive the survey either:

1.10.1.1. In-person;

1.10.1.2. In a group setting, or

1.10.1.3. Through use of a web-based survey.

1.10.2. Collecting survey results;

1.10.3. Analyzing survey results; and

1.10.4. Providing survey results and summary analysis in an annual evaluation report and reporting the results to DCYF following each year of internship.

1.11. The Contractor shall provide or collaborate annually with DCYF on at least one (1) form of research/evaluation related to child welfare.

1.12. The Contractor shall collaborate with the DCYF Bureau of Professional and Strategic Development (BPSD), to determine desired process and outcome measures and identify appropriate measurement tools. The Contractor shall provide staffing that includes, but is not limited to, a Project Director with a minimum of a Master's level degree in Social Work.

1.13. The Contractor shall attend a meeting scheduled by the DCYF Training Administrator with the Training Administrator or designee and the BPSD Bureau Chief or designee and other Division for Children, Youth and Families (DCYF) staff at the Division's discretion prior to the start of the fall semester after the contract is awarded to discuss the details and plans for the contract.

Criteria for Selection and Service Commitment

1.14. The Contractor shall utilize Criteria for Selection/Acceptance into the University of New Hampshire (UNH) Department of Social Work (DSW), which includes but is not limited to:

1.14.1. Candidate must have a permanent New Hampshire address or have the approval of the DCYF Training Administrator or designee.

1.14.2. Candidate must be enrolled in BSSW/MSW Program (Sample Schedule and Course Descriptions located on Campus website).

1.14.3. Candidate must be at minimum of Junior status.

1.14.4. Candidate must provide documented proof of acceptance into the BSSW/MSW Program.

1.14.5. Candidate must be in good standing with the UNH-DSW.

1.14.6. A written application, submitted timely, including a three to four (3-4) page essay detailing the following:

1.14.6.1. Personal information, permanent mailing address, working phone number, personal email address, background, education, and experience relating to social work and child welfare;

1.14.6.2. How a BSSW or MSW would improve the quality of the candidate's capacity for working in the field of child welfare;

1.14.6.3. Feedback on the realistic job previews for the Child Protective Service Worker;

1.14.6.4. Description of how the candidate sees themselves working for DCYF post-graduation and how that fits into their career goals; and

1.14.6.5. Description of all relevant volunteer activities.

1.14.7. Three (3) letters of recommendation. Each letter shall include, at a minimum:

1.14.7.1. In what capacity that person has worked with the candidate;

1.14.7.2. How long they have known the candidate; and

1.14.7.3. Why they are recommending the candidate for the Child Welfare Tuition Partnership.

1.14.8. To ensure that he or she is potentially eligible for future employment with DCYF and therefore potentially able to fulfill the Child Welfare Tuition Partnership service commitment, the candidate must submit to and successfully pass a criminal background check, Bureau of Elderly

and Adult Services check, pursuant to RSA 161-F:49, and DCYF Central Registry check, pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement, at the time of application and at the start of their internship, if over twelve (12) months since initial check.

1.14.9. Once the UNH-DSW has determined the set of eligible candidates, the Child Welfare Tuition Partnership Program Director will coordinate a schedule for candidate interviews with the Selection Committee.

1.14.10. Each candidate shall complete an interview that is conducted with at least three (3) members of the Selection Committee. Suggested interview questions include:

1.14.10.1. Why do you want to be a part of DCYF?

1.14.10.2. Could you summarize your reaction to the DCYF Realistic Job Previews for Child Protective Service Workers?

1.14.10.3. What do you feel are your strengths and areas needing improvement?

1.14.10.4. Why do you think you should be chosen for the Child Welfare Tuition Partnership

1.14.10.5. How will you balance your school, internship and work responsibilities?

1.14.10.6. How supportive do you feel your co-workers and supervisor will be of your decision to further your education?

1.14.10.7. Where do you see yourself in five (5) years?

1.14.11. The Selection committee shall refer each candidate for a one-day job shadowing in a DCYF office.

1.14.12. The DCYF Training Administrator will arrange a shadowing date with DCYF; and

1.14.12.1. Upon completion of the shadowing experience, candidates will submit a one-page written reflection of their experience to the committee for consideration in the selection process.

1.14.12.2. Objectivity: No candidates will be offered a place in the Child Welfare Tuition Partnership until all components of the selection process have been completed, including the job shadowing and written reflection.

1.14.13. The Selection Committee shall make the final selection of Child Welfare Tuition Partnership participants from the pool of candidates they have determined eligible for the Child Welfare Tuition Partnership. Final candidate selection will be based on a point system. The written

components of the application and the interview will be weighted as follows:

1.14.13.1. Personal statement four: (4) points.

1.14.13.2. Letters of reference: four (4) points.

1.14.13.3. Grade Point Average (GPA): four (4) points.

1.14.13.4. Social work exposure: four (4) points.

1.14.13.5. Interview: eight (8) points.

1.14.13.6. Shadowing experience and written reflection: eight (8) points.

Criteria for Service Commitment of Participants:

1.15. The Contractor shall ensure the criteria used by the Contractor for participants in the UNH-DSW includes, but is not limited to:

1.15.1. Participants shall have a service commitment to the Division for Children, Youth and Families of two (2) years of full-time employment for each year of tuition provided through the UNH Child Welfare Tuition Partnership;

1.15.2. Part-time students will have a modified commitment period of one (1) year of full-time DCYF employment for each academic year (two (2) semesters) of education provided;

1.15.3. This service commitment does not begin until the participant has successfully completed the UNH Child Welfare Tuition Partnership and received their BSSW/MSW from the Campus;

1.15.4. All participants are required to possess and maintain a valid driver's license, reliable transportation, liability insurance and for them to successfully pass another criminal records check, DCYF Central Registry check and a BEAS check prior to beginning the participant's practicum experience. These requirements shall be met, and remain in full force, for a period no less than three (3) months after completing the UNH Child Welfare Tuition Partnership; and

1.15.5. If said participant, due to unforeseen circumstances (illness of self or immediate family member), must break off or take leave of absence from their education, a letter of explanation must be sent, by the participant, to the UNH Child Welfare Tuition Partnership Program Director.

1.15.5.1. The letter should include date of anticipated return, if any:

1.15.5.2. The UNH Child Welfare Tuition Partnership Program Director will make a recommendation for acceptance to the DCYF Director or his/her Designee; and

1.15.5.3. If the participant does not return, he/she will be required to refund NH DHHS/DCYF the entire amount of tuition paid through this Child Welfare Tuition Partnership, stipends, and including an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.

1.15.6. If said participant does not accept employment with DCYF, voluntarily leaves employment prior to fulfilling the service commitment referenced above, or fails to complete all of the required coursework (achieving at least the grade of "C" in foundation courses) or does not remain in good standing with the Campus's Department of Social Work and with DCYF throughout the completion of the UNH Child Welfare Tuition Partnership, he/she will be required to refund the entire amount of tuition paid through this Child Welfare Tuition Partnership, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.

1.15.6.1. No refund will be required under extenuating circumstances as approved by the DCYF Training Administrator or DCYF designee, or if there is not a job vacancy within two (2) months of the participant's completion of the UNH Child Welfare Tuition Partnership and receipt of their BSSW/MSW, or if DCYF does not hire the participant within two (2) months.

1.16. The contractor shall terminate, and explain, with DCYF present, the repayment requirement to any candidate who fails to follow DCYF policies, upon notification from DCYF, of such failure.

1.17. The Contractor shall utilize the following criteria for Determination of Tuition and/or Stipend Support Level:

1.17.1. The tuition amount shall be limited to the tuition levels for the Campus's BSSW/MSW program:

1.17.1.1. Stipends shall be made available to participants that are in full-time student status only.

1.17.1.2. Stipend may be used to purchase books, materials and other necessities required to complete the program.

1.17.1.3. Full-time BSSW and MSW students shall be awarded a $1,500 stipend per semester, not to exceed $3,000 per academic year, for the two (2) year program.

1.17.2. Participants' travel costs associated with traveling to and from classrooms and/or practicum are not supported directly by DCYF through this agreement. Other travel costs will be reimbursed in

accordance with DCYF travel policy in MOP 1301, Reimbursement of Travel.

1.17.2.1. It shall be a participant's responsibility to seek such reimbursement and to comply with the same requirements for timely filing of requests as DCYF employees; and

1.17.2.2. Participants who do not comply with such requirements shall not be entitled to the requested travel reimbursement.

1.18. The Contractor shall ensure participants adhere to the following requirements:

1.18.1. Completion of all required coursework for a BSSW/MSW, as outlined by the Campus's Department of Social Work and attend all DCYF pre-service trainings offered during their participation in the program, unless previously attended.

1.18.2. BSSW participants shall select the following courses:

1.18.2.1. One (1) child welfare elective course:

1.18.2.2. One (1) elective course in the area of diversity, as listed by the Department of Social Work; and

1.18.2.3. One (1) Social Work Field Practicum completed at DCYF.

1.18.3. MSW participants shall select at least one (1) child welfare elective.

1.18.3.1. One (1) child welfare elective course:

1.18.3.2. One (1) course in the area of diversity, as listed by the Department of Social Work; and

1.18.3.3. One (1) Social Work Field Practicum completed at DCYF.

1.18.4. If participants are unable to attend pre-service trainings, they shall seek an extension from the DCYF Training Administrator or Designee and/or UNH Child Welfare Tuition Partnership Program Director to complete pre-service trainings in the next Core cohort.

1.19. Reporting

1.19.1. The Contractor must submit the results of the annual research project related to child welfare as references in 1.1.11.

1.19.2. The Contractor must provide an annual evaluation report to BPSD within ninety (90) days after the end of each state fiscal year that shall incorporate both process and outcome measures agreed upon in 1.1.12. The report shall include, but not be limited to:

1.19.2.1. Feedback from those involved in the program, including data and feedback regarding post-graduate retention in Division employment. This data will be obtained by surveying:

1.19.2.1.1. Child Welfare Tuition Partnership participants;

1.19.2.1.2. Child Welfare Tuition Partnership Project Coordinator;

1.19.2.1.3. DCYF student interns; and,

1.19.2.1.4. DCYF program staff.

1.19.3. Title IV-E Student Transition Survey results and summary analysis.

1.19.4. Recommendations and an outline of the steps taken for improvement of the program to the Department.

1.19.5. Program challenges with strategies for improvement to the Department.

1.19.6. A list of the DCYF guest speakers who spoke in child welfare elective courses.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit A-4 Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit A-5, DHHS Information Security Requirements.

2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit A-6, Business Associate Agreement, which has been executed by the parties.

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Exhibit A-2
Bachelor's Level Social Work Program Agreement
Child Welfare Tuition Partnership
NH DHHS Division for Children, Youth and Families
UNH Department of Social Work
and

_____, Recipient/Student

The Department of Health and Human Services, Division for Children, Youth and Families (DCYF), hereafter referred to as the Agency; the University of New Hampshire Department of Social Work, hereafter referred to as Department; and _____, hereafter referred to as Recipient/Student, do hereby make and enter into this mutual agreement as specified below:

This Bachelor's Level Social Work Program Agreement is contingent upon a Governor and Executive Council approved agreement between the Agency and the University of New Hampshire to provide a Child Welfare Tuition Program for the State Fiscal Years associated with the tuition period covered by this Bachelor's Level Social Work Program Agreement.

I. The Agency Agrees to:

A. Pay the University of New Hampshire (UNH) the tuition for said Recipient/Student who is currently enrolled in the Bachelor's Level Social Work Program at UNH, and has enough credits to be a senior.

B. Contract with the University of New Hampshire (UNH) to pay a minimal stipend to the Recipient/Student if the Recipient/Student is a full-time student. This stipend may be used to purchase books, materials, and other necessities required to complete the program.

C. Coordinate, assist and/or arrange practica for the Recipient/Student within NH's Division for Children, Youth and Families (DCYF).

D. This agreement shall not support other costs associated with the completion of the program including travel costs to and from classrooms and/or practica. Other travel costs will be reimbursed per MOP 1301, Reimbursement of Travel (DHHS).

E. Provide the Recipient/Student information on how to access and apply to employment opportunities within DCYF

II. The Recipient/Student Agrees to:

A. Participate in and fulfill all requirements of the Bachelor's Level Social Work program and curriculum prescribed by the UNH Department of Social Work, subject to approval by the School's faculty advisor.

B. Participate in and fulfill all requirements of the required courses as outlined for the Child Welfare Tuition Partnership within the Department of Social Work.

C. Reimburse the Agency, within thirty (30) days from such occurrence, for the amount of tuition paid for these courses, stipends paid and an additional administrative fee of 10% of the total cost expended by the Agency on the Recipient/Student's behalf, if said Recipient/Student does any of the following:
   a. Fails to complete the course(s);
   b. Receives a grade of C or less in the Bachelor level course(s); or
   c. Does not accept employment with the Agency, if and when offered by the Agency, and does not complete a service time commitment to the Agency of two (2) years of full-time employment for each educational year of tuition and/or stipend assistance paid by the Agency on the Recipient/Student's behalf:
      (1) Service time commitment begins being served upon the Recipient/Student's first day of employment at the Agency.
      (2) Acceptance of Agency offers of employment include offers in any of its district offices throughout the state when a vacancy is available.
         (a) The Recipient/Student is responsible for actively seeking employment opportunities with the Agency. Failure to seek and apply for employment with DCYF (must meet minimum job requirements and certify for the position for which they are applying). shall constitute a failure to fulfill the requirements of this agreement.
         (b) If the Agency does not have a vacancy available or does not attempt to make an offer of employment within two (2) months of the Recipient/Student's completion of the Program, Section II, C.c shall be waived by the Agency.

D. Prior to participating in the program practicum, the Recipient/Student will sign in agreement, adhere and submit to the following:

   a. Validation of a driver's license, have reliable transportation and liability insurance.
   b. A criminal records check.
   c. A DCYF Central Registry Check.
   d. A Bureau of Elderly and Adult Services Registry Check.
   e. The DCYF Ethics Policy.
   f. The DCYF Confidentiality Policy.

E. Maintain a valid driver's license, have reliable transportation and liability insurance, and successfully pass a criminal records check, as required by DCYF, upon completion of the program and for six (6) months thereafter, to ensure the Recipient/Student's ability to accept an Agency offer of employment (see Section II, C.c above).

DS DH

F. The Recipient/Student hereby waives the right to raise any setoff or counterclaim against the Agency in any action brought by the Agency to collect any amount of money due to the Agency under this Agreement.

G. In the event that the Recipient/Student is in breach of this Agreement and the Agency is successful in prosecuting a claim for reimbursement under this Agreement, the Recipient/Student agrees to compensate the Agency for the costs and expenses incurred in connection with the prosecution, including a reasonable amount in attorney's fees.

III. UNH Agrees to:

A. Fully explain this Bachelor's Level Social Work Program Agreement to the Recipient/Student prior to the Recipient/Student's signing of the agreement and affirm their understanding of it, as documented by initialing the following statements:
   a. UNH Chair of the Department of Social Work/Designee: I have explained this agreement to the Recipient/Student prior to their signing it: _____
   b. Recipient/Student: I understand the agreement and my obligation to the Agency if I sign this agreement: _____

B. UNH shall properly secure this agreement as follows:
   a. Ensure that the Recipient/Student signs the agreement in the presence of a valid Notary Public/Justice of the Peace (see below);
   b. Provide this original signed agreement to the Agency within thirty (30) days of its signing;
   c. Provide a copy of the signed agreement to the Recipient/Student within thirty (30) days of its signing;
   d. Retain a copy of the signed agreement in the Program's UNH files for four (4) years after the expiration of the UNH/Agency agreement that sponsors this Recipient/Student's coursework; and
   e. Retain a copy of the signed agreement in the Recipient/Student's UNH Student File until such time that the Recipient/Student has completed their obligations under this agreement.

It is important to note that all tuition and stipends are dependent on a valid and current UNH/Agency agreement for this Program, therefore it cannot be guaranteed that DCYF will finance your entire academic program.

Recipient/Student	Date
AGENCY: DCYF Director or Designee	Date
UNH: Chair of the Dept. of Social Work or Designee	Date

State of New Hampshire, County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____,
(Recipient/Student)

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she has executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

Updated - 09/10/2010

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Exhibit A-3
Master's Level Social Work Program Agreement
Child Welfare Tuition Partnership
NH DHHS Division for Children, Youth and Families
UNH Department of Social Work
and

_____, Recipient/Student

The Department of Health and Human Services, Division for Children, Youth and Families (DCYF), hereafter referred to as the Agency; the University of New Hampshire Department of Social Work, hereafter referred to as Department; and_____, hereafter referred to as Recipient/Student, do hereby make and enter into this mutual agreement as specified below:

This Master's Level Social Work Program Agreement is contingent upon a Governor and Executive Council approved agreement between the Agency and the University of New Hampshire to provide a Child Welfare Educational Tuition Program for the State Fiscal Years associated with the tuition period covered by this Master's Level Social Work Program Agreement.

I. **The Agency agrees to:**

A. Pay the University of New Hampshire (UNH) the tuition for said Recipient/Student who is currently enrolled in the Master's Level Social Work Program at UNH.

B. Contract with the University of New Hampshire (UNH) to pay a minimal stipend to the Recipient/Student if the Recipient/Student is a full-time student. This stipend may be used to purchase books, materials, and other necessities required to complete the program.

C. Coordinate, assist and/or arrange practica for the Recipient/Student within NH's Division for Children, Youth and Families (DCYF). .

D. This agreement shall not support other costs associated with the completion of the program including travel costs to and from classrooms and/or practica. Other travel costs will be reimbursed per MOP 1301, Reimbursement of Travel (DHHS).

E. Provide the Recipient/Student information on how to access and apply to employment opportunities within DCYF.

Contractor Initials DS DH

Date 6/10/2024

II. **The Recipient/Student Agrees to:**

A. Participate in and fulfill all requirements of the Master's Level Social Work program and curriculum prescribed by the UNH Department of Social Work, subject to approval by the School's faculty advisor.

B. Participate in and fulfill all requirements of the required courses as outlined for the Child Welfare Tuition Partnership within the Department of Social Work.

C. Reimburse the Agency, within thirty (30) days from such occurrence, for the amount of tuition paid for these courses, as well as all mandatory fees and stipends paid and an additional administrative fee of 10% of the total cost expended by the Agency on the Recipient/Student's behalf, if said Recipient/Student does any of the following:

a. Fails to complete the course(s);
b. Receives a grade of C+ or less for a Masters Level courses; or
c. Does not accept employment with the Agency, if and when offered by the Agency, and does not complete a service time commitment to the Agency of two (2) years of full-time employment for each educational year of tuition and/or stipend assistance paid by the Agency on the Recipient/Student's behalf;
   (1) Service time commitment begins being served upon the Recipient/Student's first day of employment at the Agency.
   (2) Acceptance of Agency offers of employment include offers in any of its district offices throughout the state when a vacancy is available.
      (a) The Recipient/Student is responsible for actively seeking employment opportunities with the Agency. Failure to seek and apply for employment with DCYF (must meet minimum job requirements and certify for the position for which they are applying) shall constitute a failure to fulfill the requirements of this agreement.
      (b) If the Agency does not have a vacancy available or does not attempt to make an offer of employment within two (2) months of the Recipient/Student's completion of the Program, Section II, C.c shall be waived by the Agency.

D. Prior to participating in the program practicum, the Recipient/Student will sign in agreement, adhere and submit to the following:

a. Validation of a driver's license, have reliable transportation and liability insurance;
b. A criminal records check.
c. A DCYF Central Registry Check.
d. A Bureau of Elderly and Adult Services Registry Check.
e. The DCYF Ethics Policy.
f. The DCYF Confidentiality Policy.

E. Maintain a valid driver's license, have reliable transportation and liability insurance, and successfully pass a criminal records check, as required by DCYF, upon completion of the program and for six (6) months thereafter, to ensure the Recipient/Student's ability to accept an Agency offer of employment (see Section II, C.c above).

Contractor Initials DS DH

Date 6/10/2024

F. The Recipient/Student hereby waives the right to raise any setoff or counterclaim against the Agency in any action brought by the Agency to collect any amount of money due to the Agency under this Agreement.

G. In the event that the Recipient/Student is in breach of this Agreement and the Agency is successful in prosecuting a claim for reimbursement under this Agreement, the Recipient/Student agrees to compensate the Agency for the costs and expenses incurred in connection with the prosecution, including a reasonable amount in attorney's fees.

III. **UNH Agrees to:**

A. Fully explain this Master's Level Social Work Program Agreement to the Recipient/Student prior to the Recipient/Student's signing of the agreement and affirm their understanding of it, as documented by initialing the following statements:

a. UNH Chair of the Department or Social Work/Designee: I have explained this agreement to the Recipient/Student prior to their signing it: _____
b. Recipient/Student: I understand the agreement and my obligation to the Agency if I sign this agreement: _____

B. UNH shall properly secure this agreement as follows:

a. Ensure that the Recipient/Student signs the agreement in the presence of a valid Notary Public/Justice of the Peace (see below);
b. Provide this original signed agreement to the Agency within thirty (30) days of its signing;
c. Provide a copy of the signed agreement to the Recipient/Student within thirty (30) days of its signing;
d. Retain a copy of the signed agreement in the Program's UNH files for four (4) years after the expiration of the UNH/Agency agreement that sponsors this Recipient/Student's coursework;
e. Retain a copy of the signed agreement in the Recipient/Student's UNH Student File until such time that the Recipient/Student has completed their obligations under this agreement.

It is important to note that all tuition and stipends are dependent on a valid and current UNH/Agency agreement for this Program, therefore it cannot be guaranteed that DCYF will finance your entire academic program.

Recipient/Student	Date
AGENCY: DCYF Director or Designee	Date
UNH: Chair of the Dept. of Social Work or Designee	Date

State of New Hampshire, County of _____

DS DH

On this _____ day of _____, 20_____, before me, the undersigned officer, personally appeared _____,
(Recipient/Student)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she has executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public/Justice of the Peace

Updated 09/10/2010

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in the Cooperative Project Agreement 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;

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

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-4 – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in the Cooperative Project Agreement 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.

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

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

The Contractor identified in the Cooperative Project Agreement 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.

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor identified in the Cooperative Project Agreement 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.

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Exhibit A-4 – Federal Requirements

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.

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

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.

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

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.

New Hampshire Department of Health and Human Services
Exhibit A-4 – Federal Requirements

FORM A

As the Contractor identified in the Cooperative Project Agreement, 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?

   _____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:

6/10/2024
Date:

DocuSigned by:
Dianne Hall
31DB236E340E415...
Name: Dianne Hall
Title: Manager PreAward Compliacne

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

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human Services

Exhibit A-6

BUSINESS ASSOCIATE AGREEMENT

Project Title: Child Welfare Tuition Partnership

Project Period: July 1, 2024 – June 30, 2026

The Contractor identified in the Cooperative Project Agreement ("Agreement"), and any of its agents who receive, use or have access to Protected Health Information ("PHI"), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services ("Department") shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

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

(1) Definitions.

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

> "Breach," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by Law," "Security Rule," "Secretary," and "Unsecured Protected Health Information."

b. "Business Associate Agreement" ("BAA") means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and, as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable" means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA means Protected Health Information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As Required by Law, set forth in paragraph d. below;

III. According to the HIPAA minimum necessary standard;

IV. For Data Aggregation purposes for the Health Care Operations of the Covered Entity; and

V. Data that is de-identified or aggregated but remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is Required by Law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If Covered Entity does not either object to such disclosure or notify Business Associate that the disclosure can be made within the time allowed for response to the request or demand, then the Business Associate may choose to object to the request or demand for disclosure. If relating to Part 2 records, the Business Associate shall resist any efforts to access Part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with the HIPAA Privacy Rule and Security Rule, including electronic PHI and Part 2 records, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure of PHI not provided for by the Agreement or this BAA, including any known or suspected privacy or security incident or Breach, has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or Breaches of Unsecured Protected Health Information.

c. In the event of a Breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information

available at the time Business Associate becomes aware of any known or suspected privacy or security Breach as described above, and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the Protected Health Information;

III. Whether the Protected Health Information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the Protected Health Information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or Breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the 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(n)(I) herein, and shall require that the Covered Entity be considered a direct third party beneficiary of Business Associate's business associate agreements related to the Agreement.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

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

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

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

l. Within ten (10) business days of receiving a written request from Covered Entity for a

request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

m. In the event any Individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the Individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the Individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement and this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

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

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

(5) Termination of Agreement for Cause

The Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All terms used, but not otherwise defined herein,

shall have the same meaning as those terms in the Privacy and Security Rule, as it may be amended from time to time. All laws and regulations cited herein shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit A-4, to a section in HIPAA or 42 CFR Part 2, shall mean the section as in effect or as amended.

b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2, or other applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3)(n)(I), and the defense and indemnification provisions of the Agreement shall survive the termination of the BAA.

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

Department of Health and Human Services	UNH
The State	Name of the Contractor
DocuSigned by: Marie Noonan 2FCCB724C31F40F...	DocuSigned by: Dianne Hall 31DB236F340F415...
Signature of Authorized Representative	Signature of Authorized Representative
Marie Noonan	Dianne Hall
Name of Authorized Representative	Name of Authorized Representative
DCYF Interim Director	Manager PreAward Compliacne
Title of Authorized Representative	Title of Authorized Representative
6/11/2024	6/10/2024
Date	Date

DS DH

Contractor Initials _____

6/10/2024

Date _____

DocuSign Envelope ID: 7E49B60C-C3AE-4AA6-B64C-33755CBE792B

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

Plymouth State University 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 & Families, (hereinafter "State"), and the University System of New Hampshire, acting through **Plymouth State University**, (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, 2026. 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: Child Welfare Tuition Partnership

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and so designated.

State Project Administrator

Name: Kimberly Crowe
Address: 129 Pleasant Street
Concord, NH 03301

Phone: (603) 419-0317

Campus Project Administrator

Name: Gretchen Swain,
Address: Sponsored Programs Administration
University of New Hampshire
51 College Road
Durham, NH 03824

Phone: (603)-862-4865

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

State Project Director

Name: Kimberly Crowe, Bureau Chief
Address: 97 Pleasant Street
Concord, NH 03301

Phone: (603) 271-4455

Campus Project Director

Name: Pamela Chiang
Address: Plymouth State University
17 High Street, Rounds Hall #024
Plymouth, NH 03264

Phone: (603) 535-3077

DS DH

Campus Authorized Official
Date 6/10/2024

F. Total State funds in the amount of $167,928 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

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

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. SS-2025-DCYF-01-CHILD-02 from Administration for Children and Families under ALN #93.658 federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

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

By An Authorized Official of:
Plymouth State University
Name: Dianne Hall
Title: Manager, Sponsored Programs Administration
Signature and Date: DocuSigned by: Dianne Hall 6/10/2024
34DB236F340F415...

By An Authorized Official of:
Department of Health and Human Services
Name: Marie Noonan
Title: Interim Director, DCYF
Signature and Date: DocuSigned by: Marie Noonan 6/11/2024
2ECCB724C31EA0E...

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 6/11/2024
74873484494146C...

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

DS
Campus Authorized Official
Date 6/10/2024

EXHIBIT A

A. **Project Title:** Child Welfare Tuition Partnership (SS-2025-DCYF-01-CHILD-02)

B. **Project Period:** Effective July 1, 2024, upon Governor and Executive Council Approval, through June 30, 2026.

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, Partnership Agreement for Bachelor's Level Social Work Program, Exhibit A-3, Federal Requirements, Exhibit A-4, DHHS Information Security Requirements, and Exhibit A-5, Business Associate Agreement.

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

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

DS DH

Campus Authorized Official

Date 6/10/2024

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 Administration for Children and Families, Foster Care Assistance Program Grant Title IV-E under Assistance List #93.658.

DS

Campus Authorized Official DH

Date 6/10/2024

Exhibit A Item F-1 Budget Table

New Hampshire Department of Health and Human Services
Contractor Name: *Plymouth State University*
Budget Request for: *Child Welfare Tuition Partnership*
Budget Period: *July 1, - June 30 (SFYs 2025 & 2026)*
Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$26,330	$27,295
2. Fringe Benefits	$9,413	$9,710
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$66	$158
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$43,878	$30,715
8. (c) Other - Other (specify below)	$0	$0
Other (Subscriptions)	$0	$0
Other (Office Supplies)	$0	$0
Other (please specify): Participant stipends	$9,000	$6,000
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$88,687	$73,878
Total Indirect Costs	$2,633	$2,730
Totals	$91,320	$76,608

Contractor Initial: DS DH

Date: 6/10/2024

New Hampshire Department of Health and Human Services
Child Welfare Tuition Partnership

Exhibit A Item F-2

Payment Terms

1. This Agreement is funded by:
   1.1. 75% Federal funds, Foster Care Assistance Program Grant Title IV-E, as awarded on March 31, 2023, by the Administration for Children and Families, Assistance Listing Number 93.658, FAIN 2301NHFOST.
   1.2. 25% 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.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1
4. The Contractor shall submit an invoice to the Department monthly following the month in which the allowable expenses were incurred and in accordance with the Contactor's usual and customary business practices and 2 CFR 200. 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 expenses for the previous month, in accordance with 2 CFR 200.403 or other applicable Federal or State laws or regulations.
   4.4. Includes supporting documentation, as requested by the Department, of allowable costs, which may include, but is not limited to, payroll records, receipts for purchases, and proof of expenditures, as follows:
      4.4.1. With the first invoice for services provided under this Agreement.
      4.4.2. With subsequent invoices, upon request by the Department.
   4.5. Is completed, dated and returned to the Department or allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature 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

New Hampshire Department of Health and Human Services
Child Welfare Tuition Partnership

Exhibit A Item F-2

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-five (45), or sooner if available, 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
Child Welfare Tuition Partnership

EXHIBIT A-1

Scope of Services

1. Statement of Work

1.1. The Contractor shall award eligible students with tuition assistance, in accordance with the Title IV-E tuition assistance requirements in 45 CFR 1356.60 Fiscal Requirements, Title IV-E, and according to the tuition assistance program as described in eCFR::45 CFR 235.63 – Conditions for FFP, which shall include, but is not limited to:

1.1.1. Selecting eligible students through a competitive screening process, which includes the following three (3) steps:

1.1.1.1. Collaborative determination of eligibility of candidacy to the Child Welfare Tuition Partnership by the Contractor and a DCYF representative using agreed upon criteria (see section 1.14).

1.1.1.2. Final interview with each candidate facilitated collaboratively by a Selection Committee comprised of the Contractor and two (2) DCYF representatives.

1.1.1.3. A day-long shadowing experience and written reflection completed by each candidate, reviewed by the Selection Committee.

1.1.2. Ensuring tuition assistance is equitably awarded to students; and

1.1.3. **Allocating funds for tuition and stipend assistance to be available each semester.**

1.2. The Contractor shall ensure the provisions of service, internship and reimbursement are accepted and adhered to by the student prior to awarding any tuition assistance by executing the appropriate agreement in Exhibit A-2, Partnership Agreement for Bachelor's Level Social Work Program. The Contractor shall:

1.2.1. Explain the service commitment requirement (See 1.15) and ensure candidates understand the repayment agreement should they not follow through with the program;

1.2.2. Ensure that students have an additional "check-in" meeting with the Selection Committee between selection and internship, if the internship will not begin for twelve (12) months or more after the initial acceptance;

1.2.3. Forward the original agreement to DCYF, retaining a copy for their records; and

1.2.4. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within thirty (30) days of any request from DCYF.

1.3. The Contractor shall develop, update and provide materials, including, but not limited to brochures and web-site advertising, as approved by the Department, which promote the Child Welfare Tuition Partnership. The Contractor shall:

1.3.1. Ensure that potentially eligible students in all Bachelor of Science in Social Work (BSSW) programs (e.g. main campus, online, advance standing, etc.) are made aware of the tuition opportunity.

1.3.2. Provide students written and verbal information regarding the Child Welfare Tuition Partnership.

1.3.3. Discuss the Child Welfare Tuition Partnership as one of the core opportunities at the Field Instruction Training held each winter.

1.3.4. Hold two (2) annual information meetings for individuals interested in learning more about child welfare job opportunities.

1.3.5. Ensure the Child Welfare Tuition Partnership application and brochure are available on-line on the Contractor's website, as well as in hard copy publicly displayed in the Department of Social Work on Campus;

1.4. The Contractor shall invite the DCYF Training Administrator to serve as a member of the Contractor's Advisory Board and review curriculum in child welfare which is to be updated annually to match current State of New Hampshire policies and practices.

1.5. The Contractor shall ensure:

1.5.1. The Program Director or designee will participate in the DCYF Workforce Development Committee, which focuses on workforce recruitment and retention, at the Department of Health and Human Services (DHHS); and

1.5.2. DCYF guest speakers are included in child welfare electives.

1.6. The Contractor shall share the results of the annually updated child welfare course content with the DCYF Training Administrator.

1.7. The Contractor shall identify and evaluate student participant needs, both as students and prospective DCYF employees, which includes, but is not limited to:

1.7.1. Providing recommendations for improvements;

1.7.2. Identifying current program challenges; and

1.7.3. Addressing barriers to meeting student needs.

1.8. The Contractor shall examine Title IV-E program outcomes, which includes, but is not limited to assessing participant's child welfare knowledge upon entry to the program and again upon post-graduation from the program.

1.9. The Contractor shall conduct, and results shall be reported to DCYF following each year of internship, a Title IV-E Student Transition Survey, as co-developed with the Department, which includes, but is not limited to:

1.9.1. Ensuring past and present Title IV-E students receive the survey either:

1.9.1.1. In-person;

1.9.1.2. In a group setting, or

1.9.1.3. Through use of a web-based survey.

1.9.2. Collecting survey results;

1.9.3. Analyzing survey results; and

1.9.4. Providing survey results and summary analysis in the annual evaluation report and reporting the results to DCYF following each year of internship.

1.10. The Contractor shall provide or collaborate annually with DCYF on at least one (1) form of research/evaluation related to child welfare.

1.11. The Contractor shall collaborate with the DCYF Bureau of Professional and Strategic Development (BPSD), to determine desired process and outcome measures and identify appropriate measurement tools. The Contractor shall provide staffing that includes, but is not limited to, a Project Director with a minimum of a Master's level degree in Social Work.

1.12. The Contractor shall attend a meeting scheduled by the DCYF Training Administrator with the Training Administrator or designee and the BPSD Bureau Chief or designee and other Division for Children, Youth and Families (DCYF) staff at the Division's discretion prior to the start of the fall

semester after the contract is awarded to discuss the details and plans for the contract.

Criteria for Selection and Service Commitment

1.13. The Contractor shall utilize Criteria for Selection/Acceptance into the Plymouth State University (PSU) Department of Social Work (DSW), which includes but is not limited to:

1.13.1. Candidate must have a permanent New Hampshire address or have the approval of the DCYF Training Administrator or designee.

1.13.2. Candidate must be enrolled in BSSW Program (Sample Schedule and Course Descriptions located on Campus website).

1.13.3. Candidate must be at minimum of Junior status.

1.13.4. Candidate must provide documented proof of acceptance into the BSSW Program.

1.13.5. Candidate must be in good standing with the PSU-DSW.

1.13.6. A written application, submitted timely, including a three to four (3-4) page essay detailing the following:

1.13.6.1. Personal information, permanent mailing address, working phone number, personal email address, background, education, and experience relating to social work and child welfare;

1.13.6.2. How a BSSW would improve the quality of the candidate's capacity for working in the field of child welfare

1.13.6.3. Feedback on the realistic job previews for the Child Protective Service Worker;

1.13.6.4. Description of how the candidate sees themselves working for DCYF post-graduation and how that fits into their career goals; and

1.13.6.5. Description of all relevant volunteer activities.

1.13.7. Three (3) letters of recommendation. Each letter shall include, at a minimum:

1.13.7.1. In what capacity that person has worked with the candidate;

1.13.7.2. How long they have known the candidate; and

1.13.7.3. Why they are recommending the candidate for the Child Welfare Tuition Partnership.

1.13.8. To ensure that he or she is potentially eligible for future employment with DCYF and therefore potentially able to fulfill the Child Welfare Tuition Partnership service commitment, the candidate must agree to and successfully pass a criminal background check, Bureau of Elderly and Adult Services check, pursuant to RSA 161-F:49, and DCYF Central Registry check, pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement, prior to the start of their internship, if over twelve (12) months since initial check.

1.13.9. Once the PSU-DSW has determined the set of eligible candidates, the Child Welfare Tuition Partnership Program Director will coordinate a schedule for candidate interviews with the Selection Committee.

1.13.10. Each candidate shall complete an interview that is conducted with at least three (3) members of the Selection Committee. Suggested interview questions include:

1.13.10.1. Why do you want to be a part of DCYF?

1.13.10.2. Could you summarize your reaction to the DCYF Realistic Job Previews for Child Protective Service Workers?

1.13.10.3. What do you feel are your strengths and areas needing improvement?

1.13.10.4. Why do you think you should be chosen for the Child Welfare Tuition Partnership?

1.13.10.5. How will you balance your school, internship and work responsibilities?

1.13.10.6. How supportive do you feel your co-workers and supervisor will be of your decision to further your education?

1.13.10.7. Where do you see yourself in five (5) years?

1.13.11. The Selection committee shall refer each candidate for a one-day job shadowing in a DCYF office.

1.13.12. The DCYF Training administrator will arrange a shadowing date with DCYF; and

1.13.12.1. Upon completion of the shadowing experience, candidates will submit a written reflection paper of their experience to the committee for consideration in the selection process.

1.13.12.2. Objectivity: No candidates will be offered a place in the Child Welfare Tuition Partnership until all components of the selection process have been completed, including the job shadowing and written reflection.

1.13.13. The Selection Committee shall make the final selection of Child Welfare Tuition Partnership participants from the pool of candidates they have determined eligible for the Child Welfare Tuition Partnership. Final candidate selection will be based on a point system. The written components of the application and the interview will be weighted as follows:

1.13.13.1. Personal statement four: (4) points.

1.13.13.2. Letters of reference: four (4) points.

1.13.13.3. Grade Point Average (GPA): four (4) points.

1.13.13.4. Social work exposure: four (4) points.

1.13.13.5. Interview: eight (8) points.

1.13.13.6. Shadowing experience and written reflection: eight (8) points.

Criteria for Service Commitment of Participants:

1.14. The Contractor shall ensure the criteria used by the Contractor for participants in the PSU-DSW includes, but is not limited to:

1.14.1. Participants shall have a service commitment to the Division for Children, Youth and Families of two (2) years of full-time employment for each year of tuition provided through the PSU Child Welfare Tuition Partnership;

1.14.2. Part-time students will have a modified commitment period of one (1) year of full-time DCYF employment for each academic year (two (2) semesters) of education provided;

1.14.3. This service commitment does not begin until the participant has successfully completed the PSU Child Welfare Tuition Partnership and received their BSSW from the Campus;

1.14.4. All participants are required to possess and maintain a valid driver's license, reliable transportation, liability insurance and for them to successfully pass another criminal records check, DCYF Central Registry check and a BEAS check prior to beginning the participant's practicum experience. These requirements shall be met, and remain

in full force, for a period no less than three (3) months after completing the PSU Child Welfare Tuition Partnership; and

1.14.5. If said participant, due to unforeseen circumstances (illness of self or immediate family member), must break off or take leave of absence from their education, a letter of explanation must be sent, by the participant, to the PSU Child Welfare Tuition Partnership Program Director.

1.14.5.1. The letter should include date of anticipated return, if any;

1.14.5.2. The PSU Child Welfare Tuition Partnership Program Director will make a recommendation for acceptance to the DCYF Director or his/her Designee; and

1.14.5.3. If the participant does not return, he/she will be required to refund NH DHHS/DCYF the entire amount of tuition paid through this Child Welfare Tuition Partnership, stipends, and an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.

1.14.6. If said participant does not accept employment with DCYF, voluntarily leaves employment prior to fulfilling the service commitment referenced above, or fails to complete all of the required coursework (achieving at least the grade of "C" in foundation courses), or does not remain in good standing with the Campus's Department of Social Work and with DCYF throughout the completion of the PSU Child Welfare Tuition Partnership, he/she will be required to refund the entire amount of tuition paid through this Child Welfare Tuition Partnership, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.

1.14.6.1. No refund will be required under extenuating circumstances as approved by the DCYF Training Administrator or their designee, or if there is not a job vacancy within two (2) months of the participant's completion of the PSU Child Welfare Tuition Partnership and receipt of their BSSW, or if DCYF does not hire the participant within two (2) months.

1.15. The Contractor shall terminate, and explain, with DCYF present, the repayment requirement to any candidate who fails to follow DCYF policies, upon notification from DCYF, of such failure.

1.16. The Contractor shall utilize the following criteria for Determination of Tuition and/or Stipend Support Level:

1.16.1. The tuition amount shall be limited to the tuition levels for the Campus's BSSW program:

1.16.1.1. Stipends shall be made available to participants that are in full-time student status only

1.16.1.2. Stipend may be used to purchase books, materials and other necessities required to complete the program; and

1.16.1.3. Full-time BSSW students shall be awarded a $1,500 stipend per semester, not to exceed $3,000 per academic year, for the two (2) year program.

1.16.2. Participants' travel costs associated with traveling to and from classrooms and/or practicum are not supported directly by DCYF through this agreement. Other travel costs will be reimbursed in accordance with DCYF travel policy in MOP 1301, Reimbursement of Travel.

1.16.2.1. It shall be a participant's responsibility to seek such reimbursement and to comply with the same requirements for timely filing of requests as DCYF employees; and

1.16.2.2. Participants who do not comply with such requirements shall not be entitled to the requested travel reimbursement.

1.17. The Contractor shall ensure participants adhere to the following requirements:

1.17.1. Completion of all required coursework for a BSSW, as outlined by the Campus's Department of Social Work and attend all DCYF pre-service trainings offered during their participation in the program, unless previously attended.

1.17.2. BSSW participants shall select the following courses:"

1.17.2.1. "Child Maltreatment;"

1.17.2.2. "Child Welfare and Family Service;"

1.17.2.3. "Case Management and Advocacy;"

1.17.2.4. One elective course in the area of diversity, as listed by the Department of Social Work;

1.17.2.5. One (1) seminar, to be determined by the PSU-DTP Program Director;

1.17.2.6. One (1) Social Work Field Practicum completed at DCYF;

1.17.3. If participants are unable to attend pre-service trainings they shall seek an extension from the DCYF Training Administrator or Designee and/or PSU Child Welfare Tuition Partnership Program Director to complete pre-service trainings in the next Core cohort.

1.18. Reporting

1.18.1. The Contractor must submit the results of the annual research project related to child welfare as referenced in Section 1.1.11.

1.18.2. The Contractor must provide an annual evaluation report, to BPSD, within ninety (90) days after the end of each state fiscal year that shall incorporate both process and outcome measures agreed upon in 1.1.12 The report must include, but not be limited to:

1.18.2.1. Feedback from those involved in the program, including data and feedback regarding post-graduate retention in Division employment. This data will be obtained by surveying:

1.18.2.1.1. Child Welfare Tuition Partnership participants;

1.18.2.1.2. Child Welfare Tuition Partnership Project Coordinator;

1.18.2.1.3. DCYF student interns; and

1.18.2.1.4. DCYF program staff.

1.18.3. Title IV-E Student Transition Survey results and summary analysis.

1.18.4. Recommendations and an outline of the steps taken for improvement of the program to the Department.

1.18.5. Program challenges with strategies for improvement to the Department.

1.18.6. A list of the DCYF guest speakers who spoke in child welfare elective courses.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibit A-3 Federal Requirements, which are attached hereto and incorporated by reference herein.

2.2. The contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit A-4, DHHS Information Security Requirements.

2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit A5, Business Associate Agreement, which has been executed by the parties.

Exhibit A-2
Bachelor's Level Social Work Program Agreement
Child Welfare Educational Tuition Partnership
NH DHHS Division for Children, Youth and Families
PSU Department of Social Work
and

_____, Recipient/Student

The Department of Health and Human Services, Division for Children, Youth and Families (DCYF), hereafter referred to as the Agency; Plymouth State University Department of Social Work, hereafter referred to as Department; and _____, hereafter referred to as Recipient/Student, do hereby make and enter into this mutual agreement as specified below:

This Bachelor's Level Social Work Program Agreement is contingent upon a Governor and Executive Council approved agreement between the Agency and Plymouth State University to provide a Child Welfare Educational Tuition Program for the State Fiscal Years associated with the tuition period covered by this Bachelor's Level Social Work Program Agreement.

I. The Agency Agrees to:

A. Pay the Plymouth State University (PSU) the tuition for said Recipient/Student who is currently enrolled in the Bachelor's Level Social Work Program at PSU, and has enough credits to be a junior or senior.

B. Contract with Plymouth State University (PSU) to pay a minimal stipend to the Recipient/Student if the Recipient/Student is a full-time student. This stipend may be used to purchase books, materials, and other necessities required to complete the program.

C. Coordinate, assist and/or arrange practica for the Recipient/Student within NH's Division for Children, Youth and Families (DCYF)

D. This agreement shall not support other costs associated with the completion of the program including travel costs to and from classrooms and/or practica. Other travel costs will be reimbursed per MOP 1301, Reimbursement of Travel (DHHS).

E. Provide the Recipient/Student information on how to access and apply to employment opportunities within DCYF.

The Recipient/Student Agrees to:

A. Participate in and fulfill all requirements of the Bachelor's Level Social Work program and curriculum prescribed by the PSU Department of Social Work, subject to approval by the School's faculty advisor.

B. Participate in and fulfill all requirements of the required courses as outlined for the Child Welfare Program within the Department of social work.

C. Reimburse the Agency, within thirty (30) days from such occurrence, for the amount of tuition paid for these courses, stipends paid and an additional administrative fee of 10% of the total cost expended by the Agency on the Recipient/Student's behalf, if said Recipient/Student does any of the following:
   a. Fails to complete the course(s),
   b. Receives a grade of C or less in the Bachelor level course(s); or
   c. Does not accept employment with the Agency, if and when offered by the Agency, and does not complete a service time commitment to the Agency of two (2) years of full-time employment for each educational year of tuition and/or stipend assistance paid by the Agency on the Recipient/Student's behalf.
      (1) Service time commitment begins being served upon the Recipient/Student's first day of employment at the Agency.
      (2) Acceptance of Agency offers of employment include offers in any of its district offices throughout the state when a vacancy is available.
         (a) The Recipient/Student is responsible for actively seeking employment opportunities with the Agency. Failure to seek and apply for employment with DCYF (must meet minimum job requirements and certify for the position for which they are applying) shall constitute a failure to fulfill the requirements of this agreement.
         (b) If the Agency does not have a vacancy available or does not attempt to make an offer of employment within two (2) months of the Recipient/Student's completion of the Program, Section II, C.c shall be waived by the Agency.

D. Prior to participating in the program practicum, the Recipient/Student will sign in agreement, adhere and submit to the following:

   a. Validation of a driver's license, have reliable transportation and liability insurance.
   b. A criminal records check.
   c. A DCYF Central Registry Check.
   d. A Bureau of Elderly and Adult Services Registry Check.
   e. The DCYF Ethics Policy.
   f. The DCYF Confidentiality Policy.

E. Maintain a valid driver's license, have reliable transportation and liability insurance, and successfully pass a criminal records check, as required by DCYF, upon completion of the program and for two (2) months thereafter, to ensure the Recipient/Student's ability to accept an Agency offer of employment (see Section II, C.c above).

F. The Recipient/Student hereby waives the right to raise any setoff or counterclaim against the Agency in any action brought by the Agency to collect any amount of money due to the Agency under this Agreement.

G. In the event that the Recipient/Student is in breach of this Agreement and the Agency is successful in prosecuting a claim for reimbursement under this Agreement, the Recipient/Student

agrees to compensate the Agency for the costs and expenses incurred in connection with the prosecution, including a reasonable amount in attorney's fees.

II. PSU Agrees to:

A. Fully explain this Bachelor's Level Social Work Program Agreement to the Recipient/Student prior to the Recipient/Student's signing of the agreement and affirm their understanding of it, as documented by initialing the following statements:

a. PSU Chair of the Department of Social Work/Designee: I have explained this agreement to the Recipient/Student prior to their signing it: _____
b. Recipient/Student: I understand the agreement and my obligation to the Agency if I sign this agreement: _____

B. PSU shall properly secure this agreement as follows:
a. Ensure that the Recipient/Student signs the agreement in the presence of a valid Notary Public/Justice of the Peace (see below).
b. Provide this original signed agreement to the Agency within thirty (30) days of its signing.
c. Provide a copy of the signed agreement to the Recipient/Student within thirty (30) days of its signing;
d. Retain a copy of the signed agreement in the Program's PSU files for four (4) years after the expiration of the PSU/Agency agreement that sponsors this Recipient/Student's coursework;
e. Retain a copy of the signed agreement in the Recipient/Student's PSU Student File until such time that the Recipient/Student has completed their obligations under this agreement.

It is important to note that all tuition and stipends are dependent on a valid and current PSU/Agency agreement for this Program, therefore it cannot be guaranteed that DCYF will finance your entire academic program.

Recipient/Student	Date
AGENCY: DCYF Director or Designee	Date
PSU: Chair of the Dept. of Social Work or Designee	Date

State of New Hampshire, County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____,
(Recipient/Student)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she has executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public/Justice of the Peace

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in the Cooperative Project Agreement 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;

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

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-3 – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in the Cooperative Project Agreement 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.

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

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

The Contractor identified in the Cooperative Project Agreement 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.

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Exhibit A-3 – Federal Requirements

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.

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor identified in the Cooperative Project Agreement 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.

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Exhibit A-3 – Federal Requirements

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.

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

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.

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

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.

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

FORM A

As the Contractor identified in the Cooperative Project Agreement, 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?

   _____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:

6/10/2024
Date:

DocuSigned by:
Dianne Hall
31DB028F340F415...
Name: Dianne Hall
Title: Manager PreAward Compliacne

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New Hampshire Department of Health and Human Services Exhibit A-4

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human Services

Exhibit A-5

BUSINESS ASSOCIATE AGREEMENT

Project Title: Child Welfare Tuition Partnership

Project Period: July 1, 2024 – June 30, 2026

The Contractor identified in the Cooperative Project Agreement ("Agreement"), and any of its agents who receive, use or have access to Protected Health Information ("PHI"), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services ("Department") shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

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

(1) Definitions.

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

> "Breach," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by Law," "Security Rule," "Secretary," and "Unsecured Protected Health Information."

b. "Business Associate Agreement" ("BAA") means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and, as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable" means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA means Protected Health Information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As Required by Law, set forth in paragraph d. below;

III. According to the HIPAA minimum necessary standard;

IV. For Data Aggregation purposes for the Health Care Operations of the Covered Entity; and

V. Data that is de-identified or aggregated but remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is Required by Law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If Covered Entity does not either object to such disclosure or notify Business Associate that the disclosure can be made within the time allowed for response to the request or demand, then the Business Associate may choose to object to the request or demand for disclosure. If relating to Part 2 records, the Business Associate shall resist any efforts to access Part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with the HIPAA Privacy Rule and Security Rule, including electronic PHI and Part 2 records, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure of PHI not provided for by the Agreement or this BAA, including any known or suspected privacy or security incident or Breach, has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or Breaches of Unsecured Protected Health Information.

c. In the event of a Breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information

available at the time Business Associate becomes aware of any known or suspected privacy or security Breach as described above, and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the Protected Health Information;

III. Whether the Protected Health Information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the Protected Health Information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or Breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the 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(n)(I) herein, and shall require that the Covered Entity be considered a direct third party beneficiary of Business Associate's business associate agreements related to the Agreement.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

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

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

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

l. Within ten (10) business days of receiving a written request from Covered Entity for a

request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

m. In the event any Individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the Individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the Individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement and this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

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

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

(5) Termination of Agreement for Cause

The Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All terms used, but not otherwise defined herein,

shall have the same meaning as those terms in the Privacy and Security Rule, as it may be amended from time to time. All laws and regulations cited herein shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit A-4, to a section in HIPAA or 42 CFR Part 2, shall mean the section as in effect or as amended.

b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2, or other applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3)(n)(I), and the defense and indemnification provisions of the Agreement shall survive the termination of the BAA.

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

Department of Health and Human Services	UNH
The State	Name of the Contractor
DocuSigned by: Marie Noonan 2FCCB724C31F40F...	DocuSigned by: Dianne Hall 310B236E340E415...
Signature of Authorized Representative	Signature of Authorized Representative
Marie Noonan	Dianne Hall
Name of Authorized Representative	Name of Authorized Representative
DCYF Interim Director	Manager PreAward Compliacne
Title of Authorized Representative	Title of Authorized Representative
6/11/2024	6/10/2024
Date	Date

DS DH