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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

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

May 19, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic Stability, to enter into a cooperative project agreement with University of New Hampshire (VC#315187 B083), Concord, NH, in the amount of \$600,000 to provide tuition assistance to qualifying early childhood education and out-of-school time staff to take relevant courses at any accredited institute of higher education to develop professional qualifications needed to support the success of children in early childhood and out-of-school settings, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

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

05-095-042-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD DEVELOPMENT QUALITY ASSURANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Contracts for Pub Asst and Relief	42117710	\$300,000
2025	074-500589	Contracts for Pub Asst and Relief	42117710	\$300,000
			Total	\$600,000

EXPLANATION

The purpose of this request is to provide statewide tuition assistance for accredited institute of higher education to increase qualifications among New Hampshire's early childhood education and out-of-school time workforce, who otherwise might not have the financial means to afford such classes. Tuition assistance will provide career advancement opportunities to strengthen the early childhood and out-of-school time workforce.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Approximately 350 child care staff in approximately 275 child care programs will receive tuition assistance, which impact approximately 13,000 children during State Fiscal Years 2023 and 2024.

The early childhood education and out-of-school time Professionals Tuition Assistance initiative is part of the Department's plan to improve statewide access, quality and capacity of child care. Specifically, the Contractor will improve the early childhood education and out-of-school time workforce by advancing careers for early childhood education and out-of-school time professionals.

Those eligible for tuition assistance specifically include:

- Early childhood education professionals, including teachers and directors who work in child care, Head Start, and Early Head Start, who serve children between six (6) weeks through five (5) years.
- Out-of-school time professionals who serve children who are between four (4) years and eight (8) months through twelve (12) years and enrolled in elementary school grades kindergarten through fifth.
- Early childhood education and out-of-school professionals must:
 - Be employed by a New Hampshire licensed or legally license-exempt New Hampshire child care program enrolled in the Child Care and Development Fund Child Care Scholarship Program.
 - Have a minimum of a High School Diploma, General Education Development, High School Equivalency Test or Test Assessing Secondary Completion.

The Department will monitor services by:

- Ensuring a minimum of 275 early childhood education and out-of-school courses are approved for tuition assistance or tuition reimbursement.
- Ensuring a minimum of 250 courses are funded through tuition assistance or tuition reimbursement.
- Ensuring the Contractor demonstrates efforts to establish articulation agreements with institutes of higher education not currently participating in New Hampshire's Tuition Assistance program.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 9, 2023 through April 10, 2023. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Section B. Project Period, of the attached agreement, the parties have the option to renew the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, there will be fewer opportunities for career advancement of child care professionals, which may adversely impact child care accessibility, quality and capacity in New Hampshire.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.575 FAIN #2201NHCCDD.

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
Interim Commissioner

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

Project ID # RFA-2024-DES-02-EARLY-01

Project Title Early Childhood and Out-of-School Time Professionals Tuition Assistance

	Maximum Points Available	All Our Kids Child Care Support Services	University of New Hampshire/Granite State College
Technical			
Q1 - Strategy	45	30	45
Q2 - Capacity	35	15	35
Q3 - Knowledge	30	12	25
Q4 - Experience	30	10	28
Subtotal - Technical	140	67	133
Cost			
TOTAL POINTS	140	67	133
TOTAL PROPOSED VENDOR COST		<i>Not Applicable No Cost</i>	

Reviewer Name	Title
1 Marlene Burton	Program Spec. III - Provider Enrollment Coordinator
2 Theresa Peck	Program Spec. IV
3 AnnMarie Consulo	Credentiaing Specialist
4 Dianne Chase	Assistant Bureau Chief - Child Dev.

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Service**, (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 **6/30/25**. 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: **Early Childhood and Out-of-School Time Professionals Tuition Assistance**

- 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: Dianne Chase
 Address: Division of Economic Stability
129 Pleasant Street
Concord NH 03301

Phone: (603) 271-7190

Campus Project Administrator

Name: Noreen Norman
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-2037

- 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: Annmarie Censullo
 Address: Division of Economic Stability
129 Pleasant Street
Concord NH 03301

Phone: 603-361-5805

Campus Project Director

Name: Nicole Fragala
 Address: University of New Hampshire
25 Hall Street
Concord NH 03301

Phone: 603-767-6087

Campus Authorized Official

Date 8/8/2023

DS
EMJ

F. Total State funds in the amount of \$600,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. 2201NHCCDD from US DHHS - Administration for Children and Families under CFDA# 93.575. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Director, Pre-Award, Sponsored Programs Administration
Signature and Date: Karen M. Jensen 6/8/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Robyn Guarino
Title: Attorney

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

Name: Karen Hebert
Title: Director
Signature and Date: Karen Hebert 6/8/2023

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

Campus Authorized Official DS
KMJ
Date 6/8/2023

DocuSigned by:
Signature and Date:
[Handwritten Signature]
6/8/2023

Signature and Date:

EXHIBIT A

- A. Project Title:** Early Childhood and Out-of-School Time Professionals Tuition Assistance
- B. Project Period:** Upon Governor and Executive Council approval through June 30, 2025.
The State reserves the right, at its sole discretion, to renew for four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.
- C. Objectives:** See Exhibit A-1, Scope of Services
- D. Scope of Work:** See Exhibit A-1, Scope of Services and Exhibit A-3, DHHS Information Security Requirements and Exhibits D-H.
- E. Deliverables Schedule:** See Exhibit A-1, Scope of Services
- F. Budget and Invoicing Instructions:** See Exhibit A, Item F-1 and Exhibit A, Item F-2.

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 .

University of New Hampshire
Early Childhood and Out-of-School Time Professionals Tuition Assistance
Exhibit A, Item F-1

Budget Items	SFY 2024 Budget	SFY 2025 Budget	Total
1. Salaries & Wages	\$ 19,500	\$ 19,500	\$ 39,000
2. Employee Fringe Benefits	\$ 1,501	\$ 1,501	\$ 3,003
3. Travel			
4. Supplies and Services	\$ 1,000	\$ 1,000	\$ 2,000
5. Tuition scholarships	\$ 269,858	\$ 269,858	\$ 539,716
6. Equipment			
7. Facilities & Admin Costs	\$ 8,141	\$ 8,141	\$ 16,281
Totals	\$ 300,000	\$ 300,000	\$ 600,000.00

RFA-2024-DES-02-EARLY-01-01
University of New Hampshire/Granite State College

Exhibit A, Item F-1
Page 1 of 1

Campus Authorized Official 
Date 6/8/2023

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide early childhood education (ECE) and out-of-school time (OST) professional tuition assistance for college-level courses to qualified ECE and OST professionals, as described in subsections 1.2. Covered Population and 1.6
- 1.2. Covered Population
 - 1.2.1. Individuals who qualify for tuition assistance under this Agreement include:
 - 1.2.1.1. Early childhood education (ECE) professionals, including teachers and directors who work in child care, Head Start, and Early Head Start, who serve children between six (6) weeks through five (5) years.
 - 1.2.1.2. ECE teachers must be currently employed for a minimum of twenty (20) hours per week. ECE directors must be currently employed for a minimum of thirty (30) hours per week, or as otherwise approved by the Department.
 - 1.2.2. Out-of-school time (OST) professionals who serve children between four (4) years and eight (8) months through twelve (12) years and enrolled in elementary school grades kindergarten through fifth.
 - 1.2.2.1. OST professionals group leader for a minimum of fifteen (15) hours per week or assistant group leader for a minimum of twelve (12) hours per week or employed as a site director for a minimum of twenty (20) hours per week, or as otherwise approved by the Department.
 - 1.2.3. ECE and OST professionals must:
 - 1.2.3.1. Be employed by a state of New Hampshire licensed or legally license-exempt New Hampshire child care program enrolled in the Child Care and Development Fund (CCDF) Child Care Scholarship Program.
 - 1.2.3.2. Have a minimum of a High School Diploma, General Education Development (GED), High School Equivalency Test (HiSET) or Test Assessing Secondary Completion (TASC).
- 1.3. The Contractor must ensure services are available statewide.
- 1.4. For the purposes of this Agreement, all references to days mean calendar days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours mean

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

Monday through Friday from 8 AM to 5 PM, excluding state and federal holidays.

1.6. Early Childhood Education (ECE) Professionals

1.6.1. The Contractor must provide tuition assistance for ECE professionals through accredited institutions of higher education (IHE).

1.6.2. The Contractor must ensure tuition assistance is provided for ECE professional coursework, including, but not limited to:

1.6.2.1. Teaching Infants and toddlers.

1.6.2.2. Young children with special needs.

1.6.2.3. Young children exhibiting challenging behaviors using positive behavior guidance strategies.

1.6.2.4. Child development.

1.6.2.5. Other coursework considered relevant and as approved by the Department.

1.6.3. The Contractor must ensure tuition assistance is provided only for courses that are compliant with the requirements of New Hampshire child care licensing rules, which require teachers and directors to have a minimum of three (3) college course credits in child growth and development or as otherwise approved by the Department.

1.6.4. The Contractor must not provide tuition assistance for general education courses or non-ECE related coursework.

1.7. Out-of-School Time (OST) Professionals

1.7.1. The Contractor must provide tuition assistance for OST professionals through accredited institutions of higher education (IHE).

1.7.2. The Contractor must provide tuition assistance for OST professional coursework, including, but not limited to:

1.7.2.1. Child, adolescent, or human development.

1.7.2.2. Learning disabilities and exceptionalities.

1.7.2.3. Classroom management and behavioral guidance strategies.

1.7.2.4. Language and literacy development.

1.7.2.5. Leadership and Program Administration.

1.7.2.6. Afterschool Basics.

1.7.3. The Contractor must provide tuition assistance for OST professional coursework in accordance with the New Hampshire Afterschool

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

Professional Development System Guidebook, Appendix F, NH Afterschool Credential Approved Coursework Guidelines, or as otherwise approved by the Department.

1.7.4. The Contractor must not provide tuition assistance for general education courses or non-ECE related coursework.

1.8. Course Work Tuition Reimbursement

1.8.1. The Contractor must develop an intake and application review process, subject to Department approval.

1.8.2. The Contractor must provide tuition assistance for the full cost of qualifying coursework for applicants who meet the criteria as an ECE or OST professional and who successfully complete the following core coursework:

1.8.2.1. Teaching Infants and toddlers;

1.8.2.2. Young children with special needs;

1.8.2.3. Young children exhibiting challenging behaviors using positive behavior guidance strategies;

1.8.2.4. Child development;

1.8.2.5. Child, adolescent or human growth and development;

1.8.2.6. Afterschool Basics;

1.8.2.7. Learning disabilities and exceptionalities; or

1.8.2.8. Other core coursework as approved by the Department.

1.8.3. The Contractor must provide fifty percent (50%) tuition assistance to applicants who meet the criteria as an ECE or OST professional and who successfully complete qualifying elective coursework, as approved by the Department.

1.8.4. The Contractor must not provide tuition assistance for non-Department approved coursework.

1.8.5. The Contractor must ensure tuition assistance for ECE or OST professionals is limited to courses that:

1.8.5.1. Apply toward an associate degree, bachelor's degree, or master's degree.

1.8.5.2. Are available through an accredited institution of higher education (IHE) that grants associate, bachelor's, or master's degrees in ECE, OST or related subject, as approved by the Department.

1.8.6. The Contractor must ensure the associate, bachelor's, or master's

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

degree as approved by the Department is nationally accredited by the U.S. Department of Education, the Council for Higher Education Accreditation, and/or the New England Commission of Higher Education. The Contractor must not provide tuition assistance, under any circumstance, for any coursework completed at a non-accredited IHE.

- 1.8.7. The Contractor must prioritize tuition assistance for eligible ECE and OST professionals who are without an associate, bachelor's degree or master's degree and are applying for tuition assistance to enroll in a qualifying course.
- 1.8.8. The Contractor must provide tuition assistance only to qualifying applicants who receive a grade "C" or better from an accredited IHE.
- 1.8.9. The Contractor must ensure qualifying applicants who do not successfully complete the course with a grade "C" or better will be responsible for the full cost of the course per the student tuition agreement(s) and will not receive tuition assistance.
- 1.9. Course Payment Methods Related to IHE and Articulation Agreements.
 - 1.9.1. The Contractor will seek to increase the number of Tuition Articulation Agreements, subject to Department approval, with accredited IHEs that provide ECE and OST college-level courses on a cost reimbursement basis that meet the criteria in accordance with and as specified in this RFA.
 - 1.9.1.1. Tuition Articulation Agreements must be executed between the Contractor and IHE prior to tuition assistance or tuition reimbursement agreement with ECE or OST professional student.
 - 1.9.2. The Contractor must provide tuition assistance to qualifying applicants for coursework at an accredited IHE with or without a Tuition Articulation Agreement.
 - 1.9.2.1. Absent a Tuition Articulation Agreement, the Contractor must execute a student scholarship or Vendor agreement between the student and Vendor prior to course registration with regards to course reimbursement.
 - 1.9.3. The Contractor must review the Department's professional development system with applicants, including the ECE and OST credentials and the New Hampshire Professional Registry.
- 1.10. The Contractor must participate in meetings with the Department on a quarterly basis following the submission of each quarterly report, or as otherwise requested by the Department.

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

- 1.11. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.12. The Contractor must facilitate reviews of files conducted by the Department on a quarterly basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.12.1. Tuition assistance or tuition reimbursement applications.
 - 1.12.2. Articulation agreements.
 - 1.12.3. Financial records related this contract.
- 1.13. Reporting
 - 1.13.1. The Contractor must submit quarterly reports electronically, and in a format required by the Department, which are due forty-five (45) days following the end of each reporting term, which include, but are not limited to:
 - 1.13.1.1. All activity, demographic, and participation information related to tuition assistance and tuition reimbursement.
 - 1.13.1.2. All activity related to Articulation Agreements.
 - 1.13.2. The Contractor must submit an annual report at the end of each state fiscal year. The report shall be due by the fifteenth (15th) of the month following the end of each state fiscal year.
 - 1.13.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.14. Performance Measures
 - 1.14.1. The Department will monitor Contractor performance by reviewing data that demonstrates:
 - 1.14.1.1. A minimum of 275 ECE and OST courses are approved for tuition assistance or tuition reimbursement;
 - 1.14.1.2. A minimum of 250 courses are funded through tuition assistance or tuition reimbursement; and
 - 1.14.1.3. The documented efforts undertaken to establish articulation agreements with IHEs not currently participating in New Hampshire's Tuition Assistance program.
- 1.15. Background Checks
 - 1.15.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.15.1.1. A criminal background check, at the Contractor's expense,

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement.

1.16. Privacy Impact Assessment

1.16.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.16.1.1. How PII is gathered and stored;
- 1.16.1.2. Who will have access to PII;
- 1.16.1.3. How PII will be used in the system;
- 1.16.1.4. How individual consent will be achieved and revoked; and
- 1.16.1.5. Privacy practices.

1.16.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2. Exhibits Incorporated

- 2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit A-3, DHHS Information Security Requirements.
- 2.2. The Contractor must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit A-3. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 2.3. The Contractor must comply with all Exhibits, including A-3, DHHS Information Security Requirements, D through H, and J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

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

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

- 3.5.1. If the Contractor is permitted to determine the eligibility of individuals, regarding tuition assistance and tuition reimbursement, such eligibility determination must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. Eligibility determinations must be made on forms provided by the Department for that purpose and must be made and remade at such times as are prescribed by the Department.
- 3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 3.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data

**New Hampshire Department of Health and Human Services
Early Childhood Education and Out-Of-School Time Professionals Tuition Assistance
EXHIBIT A-1**

evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Early Childhood and Out-of-School Time Professionals Tuition Assistance
Exhibit A, Item F-2**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Child Care Development Funds, as awarded on April 14, 2021, by the U.S. Department of Health and Human Services, Child Care and Development Block Grant CFDA# 93.575, FAIN# 2201NHCCDD.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, 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 with supporting documentation at the request of the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of tuition scholarships.
 - 4.5. Must provide addition supporting documentation if requested by the Department.
 - 4.6. Is completed, dated and returned to the Department for allowable expenses to initiate payment.
 - 4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.bcdhsinvoices@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.

**New Hampshire Department of Health and Human Services
Early Childhood and Out-of-School Time Professionals Tuition Assistance
Exhibit A, Item F-2**

6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date.
7. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A-1, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. 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.
11. Funding: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.

**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



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

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New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative data disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract shall not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



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.).

New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



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

**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. Comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. Safeguard this information at all times.
 - c. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



- e. Limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
- 5. Determine whether Breach notification is required, and, if so, identify appropriate

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New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



**New Hampshire Department of Health and Human Services
Exhibit D**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES 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 grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and 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 grant 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, 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 grantee 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 grantee'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 grantee'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 grant 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 grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 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 grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

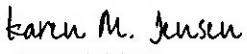
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name: University of New Hampshire

6/8/2023

Date

DocuSigned by:

 B0CC28EAFB7B484
 Name: Karen M. Jensen
 Title: Director, Pre-Award

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 Vendor Initials
 6/8/2023
 Date



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
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, sub-grants, 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.

Vendor Name: university of New Hampshire

6/8/2023


Date

DocuSigned by:

Karen M. Jensen

Name: Karen M. Jensen

Title: Director, Pre-Award

Vendor Initials 

Date 6/8/2023

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 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 proposal (contract), 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 proposal (contract) 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 the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) 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).
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

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New Hampshire Department of Health and Human Services
Exhibit F

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 (contract) 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 (contract), 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 (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) 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.

Contractor Name: University of New Hampshire

6/8/2023

Date

DocuSigned by:
Karen M. Jensen
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Name: Karen M. Jensen
Title: Director, Pre-Award

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New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- 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;
- 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;
- 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);
- 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;
- 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;
- 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;
- 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;
- 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;
- 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.

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

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

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 proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: University of New Hampshire

6/8/2023

Date

DocuSigned by:

Karen M. Jensen

Name: Karen M. Jensen

Title: Director, Pre-Award

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

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 contract, 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.

Contractor Name: university of New Hampshire

6/8/2023

Date

DocuSigned by:

Karen M. Jensen

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Name: Karen M. Jensen

Title: Director, Pre-Award

DocuSigned by:

Karen M. Jensen

00CC28EAFB7B484...

Contractor Initials

6/8/2023

Date

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

Exhibit I is not applicable to this Agreement.

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Contractor Initials
Date 5/8/2023



New Hampshire Department of Health and Human Services
Exhibit J

**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 \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, 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 subaward 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 identifier of the entity (UEI #)
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.

Contractor Name: University of New Hampshire

6/8/2023

Date

DocuSigned by:

Karen M. Jensen

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Name: Karen M. Jensen

Title: Director, Pre-Award

DS
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Contractor Initials

Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

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

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

 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 Initials DS
KMJ
Date 6/8/2023