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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  
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June 13, 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 memorandum of understanding with Community Development Finance Authority (VC#177292), Concord, NH, in the amount of \$850,000 to manage a family child care expansion initiative designed to increase the supply and access to family child care programs across the state with the option to renew for up three (3) additional years, effective July 1, 2023 or upon Governor and Council approval, whichever is later, through September 30, 2024. 100% Federal Funds.

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

**05-095-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Svcs	42117773	\$680,000
2025	102-500731	Contracts for Program Svcs	42117773	\$170,000
			<b>Total</b>	<b>\$850,000</b>

**EXPLANATION**

This purpose of this is Memorandum of Understanding (MOU) is to increase the supply and access to family child care programs across the state; and recruit new and existing child care providers by partnering with the Community Development Finance Authority (CDFA) and expanding their current work with family child care providers. Through this MOU, the CDFA and the Department will serve the family child care population by providing comprehensive business supports in an effort to meet the critical need for additional child care availability, including recruiting new and existing child care providers; offering training, child care program start-up training and mentoring, providing business technical assistance with health and readiness tools, referral to the Department's administered provider start-up/expansion funding grant program and

marketing and outreach efforts. CDFA and the Department will mutually leverage resources and funds to reach a larger audience and expand services, therefore growing the supply of family child care providers and available slots statewide. In addition to this MOU, the CDFA and the University of New Hampshire (UNH) are entering into an MOU, utilizing New Hampshire's Preschool Development Grant to leverage additional funding with the same goal to expand family child care services.

The purpose of this request is to:

- Increase access to quality home-based child care with infant and toddler care as a priority, by increasing the number and capacity of family child care providers in New Hampshire.
- Retain, support and educate current family child care professionals in a proactive approach to maintain and stabilize NH's current family child care workforce.
- Expand professional development, and networking and mentoring opportunities for new and existing child care providers.

The population to be served, includes prospective and current providers in:

- Family Child Care Homes - a child care program operated in a home in which the provider resides. In a family child care home one provider may care for a maximum of 6 preschool children plus up to 3 children who are enrolled in a full-day school program. The number of children younger than 36 months of age and 24 months of age that may be cared for is limited.
- Family Group Child Care Homes - a child care program operated in a home in which the provider resides. In a family group child care home one provider and one family child care worker or assistant may care for 7 to 12 preschool children plus up to 5 children enrolled in a full-day school program. The number of children younger than 36 months of age that may be cared for is limited.
- License-Exempt Child Care Homes – a non-licensed home-based program where providers care for no more than 3 children other than their own and meet additional minimal requirements by the state.

Approximately 118 existing, and 50 potential, child care providers will be served during State Fiscal Years 2024 and 2025.

The Department will monitor services by:

- Ensuring these services are effectively marketed statewide.
- Ensuring qualifying prospective and current family child care providers apply for and use the full extent of the services available in this MOU, including a Business Health Assessment, a Development, Improvement and Sustainability Plan; business mentoring services; and technical assistance from business and facility experts.
- Documented clear and sustainable business improvements, and an increase in family child care slots.

Should the Governor and Council not authorize this request New Hampshire will continue to experience a shortage of family child care, particularly for infant and toddler care, preventing parents and caregivers from returning to and remaining in the workforce.

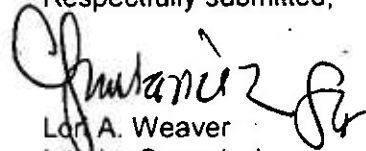
Area served: Statewide

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

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

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

## **State of New Hampshire** **Interagency Memorandum of Understanding**

**Whereas**, the New Hampshire Department of Health and Human Services [**"DHHS"**] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, the Community Development Finance Authority [**"CDFA"**] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, pursuant to 2022, SB446, **DHHS** is responsible for developing a plan relative to fostering sustainable childcare opportunities for working families and businesses;

**Whereas**, **DHHS** desires to continue the implementation of the Child Care Strengthening Plan by building upon the American Rescue Plan- Discretionary (ARPA-D) Plan, furthering that work to create strong collaborative partnerships with the employer community, the education community, philanthropic organizations and government agencies;

**Whereas**, pursuant to NH RSA 162-L, **CDFA** is a nonprofit organization organized under the laws of the state government to carry out purposes related to community development, improvement, revitalization, or other activities consistent with the purposes of this chapter and is responsible for a wide range of community development activities including the creation, expansion, or retention of employment through the stimulation of private investment and community revitalization, activities that test the feasibility of innovative approaches to community development, and activities that provide timely responses to unpredictable circumstances or special development opportunities; and

**Whereas**, **CDFA** desires to manage a family child care expansion initiative to increase the supply and access to family child care programs across the state and the recruitment of new and existing child care providers, training, child care program start-up training and mentoring, use of a business technical assistance including health and readiness tools, referral to a **DHHS's** administered provider start-up/ expansion funding grant program and initiative marketing/outreach efforts.

**NOW, THEREFORE**, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. **DHHS** agrees to:

A. Pay **CDFA** the amount of \$850,000, for the services described in Exhibit A, which is hereby incorporated by reference.

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

DHHS Initials: KH Date: 6/13/2023

CDFA Initials: LEM Date: 6/13/2023

05-095-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Svcs	42117773	\$680,000
2025	102-500731	Contracts for Program Svcs	42117773	\$170,000
			<b>Total</b>	<b>\$850,000</b>

B. Perform the services described in Exhibit A, which is hereby incorporated by reference.

2. The CDFA agrees to:

A. Pay DHHS the amount of \$0 (zero dollars), for the services described in Exhibit A, which is hereby incorporated by reference.

B. Perform the services described in Exhibit A, which is hereby incorporated by reference.

3. This Agreement is funded by 100% Federal funds, ARP Child Care Supplemental Discretionary 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 2101NHCDC6.

4. The method of payment and payment amount for the above-referenced services, if any is required, is described in Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.

5. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

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

7. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.

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DHHS Initials: \_\_\_\_\_ Date: 6/13/2023

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8. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
9. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
10. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
11. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
12. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
13. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
14. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

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CDFA Initials: \_\_\_\_\_ Date: 6/13/2023

**15. New Hampshire Department of Health and Human Services**

DocuSigned by:  
Karen Hebert  
Signature

6/13/2023  
Date

Division Director  
Title  
Karen Hebert  
Print Name

**16. Community Development Finance Authority**

DocuSigned by:  
Katherine Easterly Martey  
Signature

6/13/2023  
Date

Executive Director  
Title  
Katherine Easterly Martey  
Print Name

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: Robyn Guarino  
[ Robyn Guarino ]

On: 6/14/2023  
Date

Approved by the Governor and Executive Council

By: \_\_\_\_\_

On: \_\_\_\_\_  
Date

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DHHS Initials: \_\_\_\_\_ Date: 6/13/2023

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CDFA Initials: \_\_\_\_\_ Date: 6/13/2023

**State of New Hampshire**  
**Interagency Memorandum of Understanding**  
**Exhibit A – Parties Responsibilities**

**1. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**1.1.** The Department of Health and Human Services (*DHHS*) agrees to:

- 1.1.1. Participate with *CDFA* on the development of the work plan services described herein.
- 1.1.2. Introduce and schedule regular meetings of the Family Child Care task force.
- 1.1.3. Advise the *CDFA* on implementing the goals and objectives set forth by DHHS for the Program.
- 1.1.4. Meet regularly with *CDFA* to review the program, goals, and progress towards the objectives, including reviewing and providing feedback to written updates.
- 1.1.5. Participate in joint efforts with *CDFA* to move forward the objectives work plan services described herein.
- 1.1.6. Provide a project manager for the work plan services described herein.
- 1.1.7. Provide *CDFA* with a list of current and former licensed Family Child Care Providers and current and former home-based license-exempt providers to update that list throughout the project as requested by *CDFA*.

**2. RESPONSIBILITIES OF COMMUNITY DEVELOPMENT FINANCE AUTHORITY**

**2.1.** Community Development Finance Authority (*CDFA*) agrees to:

- 2.1.1. Provide services to licensed New Hampshire-based family child care providers and license-exempt home providers, as defined by He-C 4002 - NH Child Care Program Licensing Rules He-C 6914 – Child Care Provider Enrollment Requirements, and prospective family child care providers, hereinafter referred to Family Child Care Providers (FCCP).
- 2.1.2. Develop, deploy and administer a statewide Family Child Care Establish and Expand Project (FCCEEP) for the covered populations identified in 2.1.1.
- 2.1.3. Serve as an organizing partner for the FCCEEP; supervising and managing all aspects of the project, including but not limited to working with the community partners to deliver child care-related business services structured to support, stabilize, improve and expand the supply of affordable and high-quality Family Child Care and home-based child care statewide, with a special emphasis on infant and toddler care.
- 2.1.4. Establish, develop and implement a work plan for the FCCEEP, including, but not limited to:
  - 2.1.4.1. Timelines.
  - 2.1.4.2. Milestones.
  - 2.1.4.3. Deliverables.



- 2.1.5. Develop and implement a statewide marketing and outreach plan, program and campaign independently towards the goals of the project and collaboratively, and in conjunction with the Department and the Department's marketing contractor to reach current and potential family child care providers. A statewide marketing and outreach plan, program and campaign may include, but is not limited to:
  - 2.1.5.1. Direct mailers and/or community bulletins.
  - 2.1.5.2. Marketing in statewide and local newspapers.
  - 2.1.5.3. On-line and email marketing.
  - 2.1.5.4. Marketing through FCCP networks, and other related groups and stakeholder organizations.
  - 2.1.5.5. Community based events and advertisements.
- 2.1.6. Contribute content for integration on the family child care resource pages within the New Hampshire Connections, website: [www.nh-connections.org](http://www.nh-connections.org).
- 2.1.7. Participate in the Family Child Care Task Force meetings to provide input and updates and solicit feedback on project components as requested by the Department.
- 2.1.8. Identify, in conjunction with the Department, the existing formal and informal family childcare networks (e.g. Director meetings, local meetings of national groups, monthly support sessions, etc.) to accomplish the following:
  - 2.1.8.1. To clarify what groups are and are not currently available statewide for FCCPs.
  - 2.1.8.2. Describe the types and geographical locations where new networks or support of existing ones is needed.
  - 2.1.8.3. Ensure this information is brought back to the Regional Leads and the Family Child Care Task Force as foundation information for fostering that work and eventually establishing a statewide-staffed Family Child Care Network.
- 2.1.9. Develop a comprehensive Family Child Care Provider Business Health Assessment (FCCPBHA), to identify areas of deficiency and strength in the FCCP current business and operations or for a program that will be established a modified version known as the FCC Business Readiness Assessment. The FCCPBHA may include, but is not limited to:
  - 2.1.9.1. Strengths and weaknesses in business operations.
  - 2.1.9.2. Deficiencies and associated risks for ongoing business stability.
  - 2.1.9.3. Available materials, equipment and space.
  - 2.1.9.4. Local zoning regulations impacting child care.
  - 2.1.9.5. Current service model and target audience.
  - 2.1.9.6. Current priorities, goals and objectives.
  - 2.1.9.7. Condition of the home and/or renovations (excluding construction).
  - 2.1.9.8. Water quality testing and remediation.

- 2.1.10. Provide Department approved trainings and technical assistance which may be accessed through New Hampshire Connections Information System as identified above (NHCIS) to support FCCP in improving or establish their business, program and operational work.
- 2.1.11. Utilize an existing in person and/or online educational series focused on family child care business management, operations and planning, as approved by the Department.
- 2.1.12. Form FCCPBHA business technical assistance teams which are available across the state and comprised of business and facility experts, with applicable licenses.
- 2.1.13. Ensure business technical assistance providers teams provide recommendations which include, but are not limited to:
  - 2.1.13.1. Utilization of the business expert and facilities expert teams.
  - 2.1.13.2. Professional development.
- 2.1.14. Provide FCCP with specific and targeted professional business expert and facilities expert evaluation, consulting and mentoring services following completion of the FCCPBHA which may include but is not limited to:
  - 2.1.14.1. Professional business expert evaluation, consulting and mentoring services include but are not limited to:
    - 2.1.14.1.1. Referrals to professional development and staff training.
    - 2.1.14.1.2. Models for best family child care business practices.
    - 2.1.14.1.3. Cost effective and durable supplies, materials, and equipment.
    - 2.1.14.1.4. Technological improvements.
    - 2.1.14.1.5. NH Child Care Licensing Regulations related to Family Child Care.
    - 2.1.14.1.6. Understanding generally accepted accounting principles and financial systems.
    - 2.1.14.1.7. Knowledge of occupancy arrangements such as owned home and rented home and zoning regulations, fire and health safety.
    - 2.1.14.1.8. Application of human resources policies and resources, if applicable.
    - 2.1.14.1.9. Development and implementation of a marketing plan.
    - 2.1.14.1.10. Expertise in legal and tax practices.
    - 2.1.14.1.11. Other operational areas of concerns as identified by the FCCP.
  - 2.1.14.2. Professional facility expert evaluation, consulting and mentoring services including recommendations for facility improvements, code zoning, permit requirements, and construction management as they relate to:
    - 2.1.14.2.1. Indoor space, such as program and rest space, bathroom configurations, storage areas, technology workstations and shared family/program spaces.

- 2.1.14.2.2. Outdoor play areas, such as entrance and exit locations, play equipment and space, and pickup and drop off locations.
  - 2.1.14.2.3. Inspections.
  - 2.1.14.2.4. Special Education considerations.
  - 2.1.14.2.5. Remediation services, such as mold, lead paint, and asbestos.
  - 2.1.14.2.6. Expansion or relocation.
  - 2.1.14.2.7. Home current condition and needed improvements.
  - 2.1.14.2.8. Other areas of concerns as identified by the FCCP.
- 2.1.15. Develop a Development, Improvement and Sustainability Plan (DISP) template, in collaboration with the business expert and facilities expert, with identified referral services as applicable for each participating FCCP. A DISP includes, but is not limited to:
- 2.1.15.1. Business and operation DISP.
  - 2.1.15.2. Program Improvement DISP, aligned with the Department's GSQ program.
  - 2.1.15.3. General contracting needs, including construction project management.
  - 2.1.15.4. Business expert and facilities expert consulting services.
  - 2.1.15.5. Referrals to potential resources including lending institutions, non-profit and philanthropic organizations, suppliers, services, and consultants.
- 2.1.16. Provide a coach or mentor to all new FCCP and, upon request, to all existing FCCPs participating in the project. Coaching/ mentoring services include, but are not limited to:
- 2.1.16.1. Working with FCCP to develop a timeline and plan for implementing the DISP.
  - 2.1.16.2. Providing support for improvements to increase diversity, equity and equitable access to their care.
  - 2.1.16.3. Supporting the FCCP to access resources and meet identified DISP goals.
- 2.1.17. Ensure the FCCP reevaluates the FCCPBHA to identify successes and areas for future improvements. Provide referrals to the Department's FCCP grants designed to provide funding for the expansion, establishment and improvement activities, including but not limited to:
- 2.1.17.1. Materials.
  - 2.1.17.2. Equipment.
  - 2.1.17.3. Supplies.
  - 2.1.17.4. Services.
  - 2.1.17.5. Additional drinking water testing and remediation.
  - 2.1.17.6. Program startup(s), expansion, merger and consolidation.
- 2.1.18. Provide stipends FCCP participants for participation in activities and goals as listed

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above.

- 2.1.19. Consider pilots for advancing the goals of the project which may include but is not limited to a pilot in one or more region, in collaboration with the Department, a comprehensive Family Child Care Start Up Program with training, child care license application completion, background check support, materials/equipment and business planning to engage and establish new child care providers in a "one and done" weekend or weeknight live event.
- 2.1.20. **CDFA** must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.21. **CDFA** may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 2.1.22. **CDFA** may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 2.1.23. The following Reporting Requirements:
  - 2.1.23.1. Quarterly reports which may include as outlined in the forthcoming work plan, but are not limited to:
    - 2.1.23.1.1. All marketing campaigns, including but not limited to:
      - 2.1.23.1.1.1. Goal for each specific marketing effort.
      - 2.1.23.1.1.2. Marketing method utilized.
      - 2.1.23.1.1.3. Target audience.
      - 2.1.23.1.1.4. Number of target recipients for each marketing effort.
      - 2.1.23.1.1.5. Response to the question, "How did you hear about this project?" for each marketing effort.
    - 2.1.23.1.2. Marketing campaign media activities to date.
    - 2.1.23.1.3. Incomplete and completed FCCPBHAs with FCCP demographics and FCCPBHA scores.
    - 2.1.23.1.4. Additional aggregate data as requested by the Department.
    - 2.1.23.1.5. Master list of business expert and facilities expert consultants and mentors and list of referrals.
    - 2.1.23.1.6. Master list of training participants.
    - 2.1.23.1.7. Utilization numbers for training and consulting services.
    - 2.1.23.1.8. DISP improvement components and benchmarks for participating providers.
    - 2.1.23.1.9. Mentoring relationships established and utilized.
    - 2.1.23.1.10. Resources provided to FCCP.
    - 2.1.23.1.11. Results of program improvement measures through retake of

FCCPBHA and FCCP feedback.

- 2.1.23.1.12. Detailed activity related to Department's grants.
- 2.1.24. Evaluate the pilot project and provide a report the Department on success, best practices and potential models for sustainability.
- 2.1.25. Provide documentation of the opportunities and supports provided for FCCPs for to engage in the NH Early Childhood Regional Leads activities and meetings.
- 2.1.26. The following Performance Measures and/or other as defined in the Department approved work plan will be measured and tracked:
  - 2.1.26.1. Twenty-five percent (25%) of qualifying existing licensed FCCPs enroll in the FCCPBHA.
  - 2.1.26.2. Ten percent (10%) of qualifying existing LE Home based providers enroll in the FCCPBHA.
  - 2.1.26.3. A minimum of twenty one (21); three (3) per region new providers participate in the FCCPBHA.
  - 2.1.26.4. Sixty-five percent(65%) of qualifying FCCPs successfully complete the BHA.
  - 2.1.26.5. Forty percent (40%) of FCCPs utilize business expert and facilities expert.
  - 2.1.26.6. Forty percent (40%) off FCCPs participate in referred training.
  - 2.1.26.7. Sixty-five percent (65%) of FCCPs have a DISP plan.
  - 2.1.26.8. Forty percent (40%) of FCCPs engage with mentors.
  - 2.1.26.9. Thirty-five percent (35%) of FCCPs have improved report scores at the FCCPBHA retake.
  - 2.1.26.10. *CDFA* may be required to provide other data and metrics to the Department in a format specified by the Department.
- 2.1.27. *CFDA* must adhere to DHHS confidentiality policies, 'Business Use and Confidentiality Agreement,' (Exhibit C) and complete all required security trainings for access to DHHS.
- 2.1.28. Privacy Impact Assessment
  - 2.1.28.1. Upon request, *CDFA* 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 *CDFA*, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA *CDFA* must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
    - 2.1.28.1.1. How PII is gathered and stored;
    - 2.1.28.1.2. Who will have access to PII;

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- 2.1.28.1.3. How PII will be used in the system;
- 2.1.28.1.4. How individual consent will be achieved and revoked; and
- 2.1.28.1.5. Privacy practices.
- 2.1.28.2. 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.

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**State of New Hampshire**  
**Interagency Memorandum of Understanding**  
**Exhibit B – Payment Terms**

1. The maximum amount of funds available for reimbursement under this Agreement from the Department of Health and Human Services (**DHHS**) to Community Development Finance Authority (**CDFA**) shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
3. The **CDFA** shall submit an invoice and supporting documents to **DHHS** no later than the fifteenth (15th) working day of the following month. The **CDFA** shall:
  - 3.1. Submit the invoice in a format provided by **DHHS** or that is otherwise acceptable to **DHHS**.
  - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 3.4. Ensure the invoice is completed, dated and returned to **DHHS** with the supporting documentation for authorized expenses, in order to initiate payment.
4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to [dhhs.bcdhsinvoices@dhhs.nh.gov](mailto:dhhs.bcdhsinvoices@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. **DHHS** shall make payment to the **CDFA** within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to **DHHS** no later than forty (40) days after the MOU completion date.
7. Notwithstanding any provision of this MOU to the contrary, all obligations of **DHHS** hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. **DHHS** shall not be required to transfer funds from any other source in the event that the source of funds are reduced or become unavailable.
8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

State of New Hampshire - Interagency Memorandum of Understanding  
Exhibit C - Business Use and Confidentiality Agreement

<b>Business Use and Confidentiality Agreement</b>		Information Security & Privacy 04.105
	<b>New Hampshire Department of Health and Human Services Office of the Commissioner</b>	
	Effective Date: 03/28/2005	Approved:
	Last Revision: 04/20/2020	<i>Lori A. Weaver</i>
	Last Reviewed: 04/15/2020	Lori A. Weaver, Deputy Commissioner Date: 5/21/2020
<b>Regulatory References:</b> Regulation(s): Statute(s): RSA 91-A Admin Rules(s):		<b>Other References:</b> DHHS Data Classification Procedure DoIT Data Classification Policy

I am a:  State Employee  Paid Intern  Contractor  Unpaid Intern  Volunteer  Other: \_\_\_\_\_

By requesting and receiving approval to access New Hampshire Department of Health and Human Services Data:

1. I understand that I will have access to non-public data (DC-3 and DC-2) and public non-published data (DC-1), as defined by the Department, in the course of performing my work duties or assignments. The link to this definition is located at <http://intranet/info-sec/data-class.html>
2. I have read, and understand, or I have read and commit to discussing with my supervisor, all applicable Department policies and procedures at <http://intranet/policies/index.html> and any specific policies and procedures required by my Division/Bureau/Facility/Program (business area) relating to the protection of personal information (PI) and other confidential data with which I am required to comply.
3. I understand that there are state and federal laws and regulations that ensure the confidentiality and safeguarding of Department confidential data, including personal information (PI) and protected health information (PHI).
4. I understand that Department information classified as non-public or public: non-published, to which I will be exposed to or will have access to, must not be shared outside my DHHS role or scope-of-work.
5. I understand that as part of my duties I may be inadvertently or unintentionally exposed to or have access to personal, financial, health, or other non-public or confidential data of any individual or entity, which I am also required to safeguard.
6. I understand it is a breach of information security and privacy to use or disclose confidential information for a use not required for Department related work. I will report any use or disclosure of such information *immediately* to [helpdesk@doit.nh.gov](mailto:helpdesk@doit.nh.gov) and [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov).
7. I have read, and understand, the Department's Information Security & Privacy Incident Response process.



8. I understand I must not store, transfer, or process Confidential Data on any non-state issued device nor may I utilize file hosting services such as Google Docs, or enter into subscription or website agreements unless approved by DHHS BIS-Information Security.
9. I understand I will be required to complete Department compliance and information /cybersecurity training prior to receiving authorization to access Department non-public data. Should questions arise in the future about how to protect information to which I have access, I will immediately notify my supervisor.
10. I understand that my State of New Hampshire and/or Department information security credentials (user name and password) must not be shared with anyone. This applies to credentials used to access social media, web applications, file hosting, SFTP folders, or other non-state applications directly or indirectly through a third party application.
11. I agree that if I am authorized to use the Department's remote monitoring software the use of this tool will be limited to customer support service only. I understand accessing Department devices remotely without a legitimate business purpose, and the credentialed user's or DHHS Information Security's permission is not permitted.
12. I understand that information related to the Department's contract procurement process is confidential. Further, I understand that the contract process must remain confidential from the beginning of the procurement process and up to and until the final contract is approved and signed by Governor and Counsel.
13. I agree to protect the confidential nature of all information to which I have access regardless of the form (hard copy, electronic, or oral).
14. I understand that I am legally obligated to maintain the confidentiality of Department non-public data that is protected by information security, privacy, confidentiality rules, and state and federal laws even after I leave the employment of the Department or if I am not a state employee, at the conclusion/termination of my or my company's agreement with the Department or my privileged status expires or is terminated.
15. I have been informed that this signed agreement will be retained on file for future reference.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Printed Name

\_\_\_\_\_  
Position Number

\_\_\_\_\_  
Facility/Bureau/Program Name or Vendor Name

\_\_\_\_\_  
DHHS Supervisor Name or DHHS Point-of-Contact