



21A mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibusette
 Commissioner

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

Joseph E. Ribzam, Jr.
 Director

September 15, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** cooperative project agreement with the University of New Hampshire (VC#177867-B046), Durham, NH, in the amount of \$295,689, to provide bias awareness training to Department staff and community-based stakeholders, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

06-95-095-042-421410-79060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	072/500575	Contracts for Prog Svc	42140614	\$31,944
2022	072/500575	Contracts for Prog Svc	42140614	\$263,745
			Total	\$295,689

EXPLANATION

The request is **Sole Source** because the University of New Hampshire and its research staff are uniquely qualified to provide the services and expertise needed to successfully execute both the curriculum development and evaluation requirements in the scope of services.

The purpose of this request is to develop and deliver bias awareness training to the Division for Children, Youth and Families (DCYF) Juvenile Justice Services staff and other community-based stakeholders, including providers, law enforcement, and educators, by utilizing experts with experience in curriculum development, design, coordination and youth outreach.

The Contractor will provide training services at the request of the Department with the advice and recommendation of the NH State Advisory Group for Juvenile Justice. The training is

among the foundational trainings designed to assist individuals with understanding their own biases and making informed decisions as they relate to interpersonal interactions with youth in the juvenile justice system.

Approximately 350 DCYF staff and community-based stakeholders will be served in the first year of this Agreement.

As referenced in Exhibit A, Cooperative Project Agreement Section B, of the attached cooperative project agreement, the parties have the option to extend the agreement for up to two (2) 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, stakeholders across the juvenile justice continuum, including DCYF staff and community-based providers, will not be provided with the tools and knowledge on how biases impact the decisions made as they relate to interpersonal interactions with youth in the juvenile justice system.

Area served: Statewide

Source of Funds: CFDA #16.540, FAIN #2017JFFX0029

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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 Services**, (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 Coöperative 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 5/31/22. 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: **Implicit Bias Training**

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

State Project Administrator

Name: Pamela Sullivan
 Address: Department of Health & Human Svs
 DCYF SYSC
 1056 North River Road
 Manchester, NH 03104
 Phone: (603) 665-1505

Campus Project Administrator

Name: Susan Sosa
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd. Rm 116
 Durham, NH 03824
 Phone: (603) 862-4848

- 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: Pamela Sullivan
 Address: Department of Health & Human Svs
 DCYF SYSC
 1056 North River Road
 Manchester, NH 03104
 Phone: (603) 665-1505

Campus Project Director

Name: Melissa Wells
 Address: University of New Hampshire
 Department of Social Work
 50 College Rd., Pettee Hall, Rm. 220
 Durham, NH 03824
 Phone: (603) 862-4848

F. Total State funds in the amount of \$295,689 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. _____ from _____ under CFDA# 16.540 (As reviewed and recommended by the NH State Advisory Group on Juvenile Justice in accordance with its role pursuant to 42 U.S.C 5633) FAIN# 2017JFFX0029. 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, Research Administration
Signature and Date: Karen Jensen 9/8/20

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Catherine Pinos
Title: Attorney
Signature and Date: Catherine Pinos 09/09/20

By An Authorized Official of:
Department of Health and Human Svs
Name: Joseph Ribsam
Title: Director DCYF
Signature and Date: [Signature] 9/8/20

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

EXHIBIT A

- A. **Project Title:** Implicit Bias Training
- B. **Project Period:** Upon Governor and Executive Council approval through May 31, 2022. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council
- C. **Objectives:** Provide Implicit Bias training to agencies, group homes residential providers, businesses, law enforcement and the Department to aid the community stakeholders to better understand and identify potential biases.
- D. **Scope of Work:** See Exhibit A-1, Scope of Services.
- E. **Deliverables Schedule:** See Exhibit A-1, Scope of Services.
- F. **Budget and Invoicing Instructions:** Exhibit B-1, Payment Terms and Budgets

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



Exhibit A-1

Scope of Services

1. Statement of Work - Overview

- 1.1. The Contractor shall provide all training services at the approval of the Department with the advice and recommendation of the NH State Advisory Group (SAG) for Juvenile Justice.
- 1.2. The Contractor shall provide necessary expertise when delivering Bias Awareness Training to the Division for Children, Youth and Families (DCYF) Juvenile Justice Services (JJS) staff and other stakeholders, as determined for pilot implementation, by utilizing in-house experts and subcontractors with experience in curriculum development, design, coordination and youth outreach in order to maximize program development and training delivery.
- 1.3. The Contractor shall meet with the SAG, in accordance with its role pursuant to 42 U.S.C 5633, and the Department to gather information about:
 - 1.3.1. Program needs;
 - 1.3.2. Organizational priorities; and
 - 1.3.3. Training outcome goals.
- 1.4. The Contractor shall work collaboratively with related workgroups and/or stakeholders to define and develop cycles of training during the pilot phase.
- 1.5. The Contractor shall design, update, and maintain learning curricula that has a foundation in Bias Awareness Training best practices.
- 1.6. The Contractor shall ensure that instructors and/or facilitators of Bias Awareness Training have curricula content expertise.
- 1.7. The Contractor shall provide necessary supplies and materials for all learning sessions coordinated and delivered.
- 1.8. The Contractor shall maintain all learning materials developed through this Agreement:
 - 1.8.1. Ensuring materials are secured in a confidential and locked physical area or online storage, on premises; and
 - 1.8.2. Providing previous and/or current versions of the learning materials, to the Department as requested.
- 1.9. The Department shall retain ownership of all learning materials developed through this Agreement and provide the Contractor with a perpetual license for use of the learning materials.
- 1.10. The Contractor shall apply appropriate learning pedagogies with the goal of maximizing participant learning by:
 - 1.10.1. Delivering a learning program based on best practices;



Exhibit A-1

- 1.10.2. Utilizing innovative adult learning strategies; and
- 1.10.3. Ensuring methods of delivery are rooted in best practices.
- 1.11. The Contractor shall deliver a learning program based on best practices, utilization of innovative adult learning strategies, and rooted in best practices.
- 1.12. The Contractor shall develop a pilot training evaluation that includes participant learning outcome and satisfaction surveys.

2. Stage One: Information Gathering and Environmental Scan

- 2.1. The Contractor shall collaborate with members of the State Advisory Group (SAG) and the Department to determine criteria for implementation and to ensure inclusion of scope of work components to finalize total number of training sessions and training hours.
- 2.2. The Contractor shall engage additional stakeholders as identified by the Department to obtain information relative to existing efforts in the area of Bias Awareness Training, ensuring stakeholders include, but are not limited to:
 - 2.2.1. State and local law enforcement.
- 2.3. The Contractor shall, in collaboration with the Department, establish an advisory board ensuring members include, but are not limited to:
 - 2.3.1. Three (3) SAG members.
 - 2.3.2. Parent stakeholders, as identified by the Department; and
 - 2.3.3. Other individuals who have the expertise in juvenile justice issues.
- 2.4. The Contractor shall collaborate with the University of New Hampshire (UNH) Social Justice Educators in order to develop training plans.
- 2.5. The Contractor shall ensure that Stage One of the project is completed within ninety (90) days of the contract effective date.

3. Stage Two: Curriculum Design

- 3.1. The Contractor shall communicate with SAG and the Department to evaluate progress and needs assessed during Stage One, including opportunities to expand representation or add stakeholders.
- 3.2. The Contractor shall develop draft curriculum for the initial Bias Training.
- 3.3. The Contractor shall coordinate a focus group that:
 - 3.3.1. Serves as the training and curriculum lead; and
 - 3.3.2. Participates in the project kick-off meeting in collaboration with the UNH team, SAG and the Department.
- 3.4. The Contractor shall finalize program goals and training deadlines and begin developing curriculum for program year. The Contractor shall:



Exhibit A-1

- 3.4.1. Define the length of the training program;
 - 3.4.2. Finalize materials for presentation;
 - 3.4.3. Identify the audience to receive training during year one (1); and
 - 3.4.4. Develop implementation strategies for year one (1) and year (2).
- 3.5. The Contractor shall provide written program goals and training schedule, including all elements in Subsection 3.5, above, to SAG and the Department for approval prior to moving forward to Stage Three.
- 3.6. The Contractor shall identify any additional trainings or workshops that could further support SAG, the project team and Department stakeholders.
- 3.7. The Contractor shall ensure that Stage Two of the project is completed within ninety (90) days of the completion of Stage One as indicated in Section 2.

4. Stage Three: Training Plan and Outreach Planning

- 4.1. The Contractor shall identify a group of core facilitators to present Bias Awareness Training to targeted audiences.
- 4.2. The Contractor shall implement a Train-the-Trainer model with UNH Social Justice Educators to ensure core facilitators receive qualified training.
- 4.3. The Contractor shall collaborate with the SAG and the Department to finalize the training project plan and to solicit stakeholder input.
- 4.4. The Contractor shall develop pilot evaluation tools to assess process feedback and training outcome data.
- 4.5. The Contractor shall coordinate with the SAG and the Department to finalize the schedule for trainings, which includes, but is not limited to:
 - 4.5.1. Finalizing training locations;
 - 4.5.2. Identifying the times and duration of training;
 - 4.5.3. Providing a mechanism for registration;
 - 4.5.4. Ensuring training rooms are reserved and can be equipped with any necessary logistical equipment to deliver trainings;
 - 4.5.5. Identifying and acquiring the necessary alternative virtual platform for training if in-person training is not practical or feasible due to COVID-19; and
 - 4.5.6. Finalizing registration procedures.
- 4.6. The Contractor shall assign a minimum of one (1) facilitator for each training session.
- 4.7. The Contractor shall ensure that Stage Three of the project is completed within ninety (90) days of the completion of State Two as indicated in Section 3.



Exhibit A-1

5. Stage Four: Present Trainings and Evaluation

- 5.1. The Contractor shall coordinate with UNH Social Justice Educators and trained facilitators to present Bias Awareness Training, across the state, in accordance with the finalized training plan developed during Stage Three.
- 5.2. The Contractor shall provide development feedback and initial outcome data to the stakeholders and the Department.
- 5.3. The Contractor shall identify any applicable next steps, including but not limited to training implementation, coordination of facilitators, and communicate with SAG and the Department.
- 5.4. The Contractor shall conduct pre- and post- evaluations to determine increases of participant knowledge. The Contractor shall ensure evaluation questions include, but are not limited to:
 - 5.4.1. "Distinguish between diversity, multiculturalism and social justice."
 - 5.4.2. "Define social identity privilege, oppression, inclusion, equity and ally."
 - 5.4.3. "Explain the sensitive and changing nature of identity-related language."
- 5.5. The Contractor shall submit pre- and post-evaluation questionnaires to the Department for approval prior to implementation.

6. Performance Measures

- 6.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and registration data. The Contractor shall collect registration data that includes, but is not limited to, the participants':
 - 6.2.1. Geographic region
 - 6.2.2. Occupation/role
- 6.3. The Contractor shall, where applicable, collect and share data with the Department in a format specified by the Department.
- 6.4. The Contractor shall provide a final report to the Department no later than thirty (30) days after the final training session that includes, but is not limited to:
 - 6.4.1. Number of people trained, by stakeholder group; and
 - 6.4.2. Number of training sessions completed.



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

New Hampshire Department of Health and Human Services

Exhibit A-2

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

New Hampshire Department of Health and Human Services

Exhibit A-2

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 there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit A-2

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



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-2

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-2

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. The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within twenty-four (24) hours of identification of a possible issue. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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 State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within twenty-four (24) hours of identification of a possible issue.

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

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



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



EXHIBIT B-1

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Federally Funded, Title II/Formula Grant, CFDA 16.540, FAIN2017JFFX0029.
 - 1.2. Funding is provided by the New Hampshire State Advisory Board.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
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 below;

Budget Items	SFY 2021 Budget (July 1, 2020 - June 30, 2021)	SFY 2022 Budget (July 1, 2021 - July 30, 2022)	Total
1. Salaries & Wages	\$58,041	\$19,561	\$77,602
2. Employee Fringe Benefits	\$24,619	\$1,584	\$26,203
3. Consultants	\$37,500	\$400	\$37,900
4. Educational Supplies/Services	\$69,590	\$410	\$70,000
5. Travel	\$6,700	\$300	\$7,000
Subtotal Direct Costs	\$196,450	\$22,255	\$218,705
Indirect costs 35.2% MTDC	\$69,150	\$7,834	\$76,984
Totals	\$265,600	\$30,089	\$295,689

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.



EXHIBIT B-1

The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The State 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 B, Scope of Services.
10. 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.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.



EXHIBIT B-1

- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.