



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
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September 8, 2021

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 Behavioral Health, to enter into a contract with the University of New Hampshire (VC# 315187), Durham, New Hampshire, in the amount of \$4,028,757.00 for the provision of technical assistance, training and assessments for evidence-based practices implemented by providers of children's behavioral health services and a model for treatment of First Episode Psychosis/Early Serious Mental Illness, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2024. 60% General Funds and 40% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023; and are anticipated to be available in State Fiscal Year 2024, 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.

**05-95-92-922010-41200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS,
DEPT OF HHS: BEHAVIORAL HEALTH DIV OF. BUREAU OF MENTAL HEALTH SERVICES,
MENTAL HEALTH BLOCK GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Public Asst and Rel	92254120	\$326,069.00
2022	074-500585	Grants for Public Asst and Rel	92204120	\$200,000.00
2023	074-500585	Grants for Public Asst and Rel	92254120	\$327,508.00
2023	074-500585	Grants for Public Asst and Rel	92204120	\$200,000.00
2024	074-500585	Grants for Public Asst and Rel	92254120	\$343,335.00
2024	074-500585	Grants for Public Asst and Rel	92204120	\$200,000.00
			Subtotal	\$ 1,596,912.00

**05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS,
DEPT OF HHS: BEHAVIORAL HEALTH DIV OF. BUREAU OF CHILDREN'S BEHAVIORAL
HEALTH, SYSTEM OF CARE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	92102053	\$818,235.00
2023	074-500585	Contracts for Program Services	92102053	\$812,110.00
2024	074-500585	Contracts for Program Services	92102053	\$801,500.00
			Subtotal	\$ 2,431,845.00
			Total	\$4,028,757.00

EXPLANATION

The purpose of this request is to provide a resource center for Children's Behavioral Health that aligns with the requirements in RSA 170-G:4-b I-III Evidenced-Based Practices and to implement a Center for Excellence for a Coordinated Specialty Care model for the treatment of First Episode Psychosis/Early Serious Mental Illness, which aligns with the 10-year mental health plan for expansion of programming to support early treatment models.

Approximately 80 individuals will be served annually, as well as many behavioral health providers who will have the support and technical assistance needed to deliver evidenced based practices.

The Contractor will be providing a Center for Children's Behavioral Health that is available statewide and acts as a clearinghouse for information and statewide resources on evidence-based practices (EBP) for children receiving services. The Center for Excellence will provide outcome driven technical assistance; provide training on evidence based practices; facilitate collaboration among state and local agencies and service providers in order to increase access to services; and will maintain an online repository of information.

The Contractor will implement a Center for Excellence for a Coordinated Specialty Care model to service individuals who are experiencing First Episode Psychosis in order to address gaps in research, policies and practices. The Coordinated Specialty Care model provides a team-based intervention modality to prevent the full onset of Severe Mental Illness and improve long-term outcomes for individuals experiencing a first episode of psychosis which has been proven to decrease the need for higher, more expensive levels of care such as inpatient or residential treatment.

The Department will monitor services by:

- Reviewing reports that identify the percentage of technical assistance recipients that took at least one action step as a result of technical assistance provided.
- Reviewing reports that identify the percentage of individuals who receive treatment through an EBP after year 2.
- Monitoring increases in individual enrollment in the Coordinated Specialty Care for FEP/ESMI.
- Actively and regularly collaborating with the Contractor to, improve results and adjust program delivery and policy based on successful outcomes.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 4/1/21 through 5/6/21. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, approximately 80 individuals who experience First Episode Psychosis or are in the Early Stages of Severe Mental Illness will not be served in a manner that aligns with the Evidence Based Practice that yields the best, long term result for these individuals. Providers may find it difficult or too costly to find the support this contract provides and they may choose to not engage in the delivery of an evidences based practice. Without this programming, treatments result in the use of less desirable and more expensive services such as hospitalizations.

Area served: Statewide

Source of Federal Funds: Mental Health Block Grant, CFDA# 93.958, FAIN# B09SM083987 and 1B09SM085371

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette".

Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Scoring Sheet

Children's Behavioral Health Evidence
Based Practices

RFP-2021-DBH-05-TECHN

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. UNH
2. 0
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	350	325
	350	0
	350	0
	350	0
	350	0
	350	0

1. Adele Bauman
2. Lauren Quann
3. Kyra Leonard
4. Erica Ungarelli
- 5.
- 6.
- 7.
- 8.
- 9.

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 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 **6/30/24**. 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: Technical Assistance and Training for Children's Behavioral Health Evidence Based Practices

- 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: Erica Ungarelli

Address: 105 Pleasant St.
Main Building
Concord, NH 03301

Phone: 603-661-3148

Campus Project Administrator

Name: Susan Zipkin

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

Phone: 603-862-0609

- 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: Adele Bauman

Address: 105 Pleasant St.
Main Building
Concord, NH 03301

Phone: 603-271-5004

Campus Project Director

Name: JoAnne Malloy

Address: UNH Institute on Disability
Research Associate Professor
10 West Edge Drive, Suite 101
Durham, NH 03824

Phone: 603-862-4320

- F. Total State funds in the amount of **\$4,028,757** 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# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

Karen Jensen 9/13/2021

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**By An Authorized Official of: the New
Hampshire Office of the Attorney General**
Name: J. Christopher Marshall

Title: Assistant Attorney General

Signature and Date:

J. Christopher Marshall 9/13/2021

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

Name: Katja S. Fox

Title: Director of Division for Behavioral Health

Signature and Date:

Katja Fox 9/13/2021

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

Title: _____

Signature and Date: _____

EXHIBIT A

A. Project Title: Technical Assistance and Training for Children's Behavioral Health Evidence Based Practices (RFP-2021-DBH-05-TECHN-01)

B. Project Period: Upon Governor and Executive Council approval through June 30, 2024

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

C. Objectives: See Exhibit A-1

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

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

F. Budget and Invoicing Instructions:

This agreement is funded by 60% General Funds and 40% Federal Funds (Mental Health Block Grant, CFDA# 93.958, FAIN# B09SM083987 and 1B09SM085371).

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 F-1, Budget through Exhibit F-3 Budget.

The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:

Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.

Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

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.

Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

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

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

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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, subject to Paragraph F of the Cooperative Project Agreement.

The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Paragraph B of the Cooperative Project Agreement.

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

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.

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.

Notwithstanding anything to the contrary herein, 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.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: ☒ None or

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Technical Assistance and Training for
Children's Behavioral Health Evidence Based Practices
EXHIBIT A-1**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide technical assistance (TA) for, training on, and assessments of evidence-based practices implemented by providers of children's behavioral health services. The Contractor shall also provide a model for treatment of First Episode Psychosis (FEP)/Early serious Mental Illness (ESMI).
- 1.2. The Contractor shall establish and maintain an online Children's Behavioral Health Resource Center (CBHRC) that is available statewide and acts as a clearinghouse for information and statewide resources on evidence-based practices (EBP) for individuals up to age twenty-one (21) receiving services pursuant to RSA 169-B, 169-C, 169-D, and 170-G. The Contractor shall ensure the CBHRC:
 - 1.2.1. Aligns initiatives and evidence based practices with the New Hampshire System of Care (SOC) framework; and
 - 1.2.2. Continuously seeks out input from youth, families, providers, and other community stakeholders to ensure services are impactful and responsive to the needs of youth and families.
- 1.3. The Contractor shall provide outcome driven technical assistance to service providers and agencies that provide services specific to children's behavioral health, which may include training on EBPs. The Contractor shall use a systematic process to assess each service need, that:
 - 1.3.1. Includes collaboration with providers and end users;
 - 1.3.2. Demonstrates an understanding of and responds to the context of each service need; and
 - 1.3.3. Aligns the TA with the desired outcome.
- 1.4. The Contractor shall develop and maintain an online repository of information relative to children's behavioral health that is available in multiple languages, as determined by the Department; is easy to navigate; is easy to understand; and is accessible through a desktop platform and mobile application. The Contractor shall ensure the online repository includes:
 - 1.4.1. Provider information by region with information including, but not limited to:
 - 1.4.1.1. Group or practice name.
 - 1.4.1.2. Practitioners' names.
 - 1.4.1.3. Provider specialties.
 - 1.4.1.4. The EBP that the practitioner is certified/licensed to provide.

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- 1.4.1.5. Results of quality of service assessments completed by the Department.
- 1.4.2. Links to and postings of EBPs relative to children's behavioral health and child welfare systems, including e links to the California Clearinghouse for child welfare and the Substance Abuse and Mental Health Services Administration (SAMHSA) EBP repository.
- 1.4.3. Links to the Department's website, as well as links to other critical resources that are easily accessible to diverse populations and stakeholders, including lists of services.
- 1.4.4. Referral information, including contact information, for behavioral health service providers, organized by region.
- 1.4.5. Training Event Calendar which includes, but is not limited to:
 - 1.4.5.1. Name, date, and location of training.
 - 1.4.5.2. Description of training.
 - 1.4.5.3. Registration information.
 - 1.4.5.4. Cost.
 - 1.4.5.5. Links to other relevant event calendars such as, but not limited to the New Hampshire Alcohol & Drug Abuse Counselors Association.
 - 1.4.5.6. Outreach and registration support to providers when indicated.
- 1.5. The Contractor shall monitor, maintain, and actively distribute information about the online Resource Center and Training and Event calendar to ensure that it is:
 - 1.5.1. Frequently accessed;
 - 1.5.2. User friendly;
 - 1.5.3. Meets all electronic and language access requirements; and
 - 1.5.4. Is of value to providers and other stakeholders.
- 1.6. The Contractor shall actively work to ensure the online Resource Center is in the top 10 results of an internet search in at least one search engine by:
 - 1.6.1. Monitoring traffic to and utilization of the site; and
 - 1.6.2. Working with entities and stakeholders who are investing in the NH Children's SOC to continuously improve the site and ensure that information is aligned with high-quality EBP implementation.

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- 1.7. The Contractor shall provide an annual work plan to the Department that shall include:
 - 1.7.1. Research based implementation strategies relative to EBP's;
 - 1.7.2. Implementation of technical assistance;
 - 1.7.3. Planned outcomes;
 - 1.7.4. Measurable benchmarks;
 - 1.7.5. Person(s) responsible;
 - 1.7.6. Regular meeting schedule with the Department; and
 - 1.7.7. Timeframes.
- 1.8. The Contractor shall provide technical assistance to the Department and providers to support the implementation of EBPs. Generalized EBP technical assistance must include, but is not limited to:
 - 1.8.1. Being available as a subject matter expert for the Department, conducting background research, preparing briefs, and making presentations on specific system and practice gaps and barriers and other issues identified by the Department.
 - 1.8.2. Making Train-the-Trainer opportunities available to the Department and providers including:
 - 1.8.2.1. The use of implementation Science frameworks, tools, and strategies;
 - 1.8.2.2. Providing technical assistance and training to individuals, implementation teams, and entities within the NH SOC network and as defined by the Department.
 - 1.8.3. Offering and executing foundational EBP readiness assessments for providers with goal of:
 - 1.8.3.1. Engaging more providers in the implementation of EBP's;
 - 1.8.3.2. Addressing geographic gaps;
 - 1.8.3.3. Addressing provider barriers to adoption of the practice.
 - 1.8.3.4. Adopting tools and process known to foster readiness, including:
 - 1.8.3.4.1. Using data to identify service/practice gap or need;
 - 1.8.3.4.2. Identifying evidence-based practices that could effectively address the need or gap;

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- 1.8.3.4.3. Using the Implementation Science Hexagon tool to determine need and fit; and
 - 1.8.3.4.4. Considering the factors that need to be addressed to facilitate adoption.
 - 1.8.4. Offering customized support and a wide-range distribution of resources for EBP implementation.
 - 1.8.5. Preparing and widely disseminating research-based information in multiple formats that raise awareness of behavioral health challenges of children, youth, young adults, and their families.
 - 1.8.6. Online resource center technical assistance that includes, but is not limited to providing:
 - 1.8.6.1. Responses to questions within five (5) business days.
 - 1.8.6.2. Responses to requests for resource materials within five (5) business days.
 - 1.8.6.3. Referrals to content experts, which may include but are not limited to:
 - 1.8.6.3.1. The Department;
 - 1.8.6.3.2. CBHRC team members;
 - 1.8.6.3.3. Other University staff;
 - 1.8.6.3.4. Providers;
 - 1.8.6.3.5. Community or family-led organization experts; and
 - 1.8.6.3.6. Purveyors of EBP's for consultation.
- 1.9. The Contractor shall provide and connect providers to statewide training and referrals to trainings for individuals employed in the children's behavioral health system, either electronically or in person within individually crafted consultations regarding:
 - 1.9.1. The use of EBPs.
 - 1.9.2. Any training that promotes an organization's readiness for the use of EBPs including, but not limited to, Implementation Science which includes:
 - 1.9.2.1. Facilitating practice selection and adoption tools and self-assessments such as the Stages of Implementation of a particular EBP;
 - 1.9.2.2. The Hexagon Tool; and

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- 1.9.2.3. Readiness assessments required for the implementation of a particular EBP.
- 1.10. The Contractor shall assist the Department and providers to develop a detailed plan for moving through the stages of implementation, when indicated.
- 1.11. The Contractor shall provide a minimum of three (3) statewide trainings each state fiscal year (SFY), created by the Department or other reputable sources, either electronically or in-person, to individuals employed in the children's behavioral health system regarding:
- 1.11.1. The use of EBPs.
 - 1.11.2. Train-the-Trainer.
 - 1.11.3. EBP Foundational Readiness.
 - 1.11.4. EBP Implementation Science.
- 1.12. The Contractor shall work with the Department to target, prioritize and select trainees to ensure that trainings include individuals and organizations that are most likely to implement EBP's with fidelity and to impact geographic areas of need.
- 1.13. The Contractor shall provide assessments to all training attendees immediately post training to evaluate CBHRC training and technical assistance by:
- 1.13.1. Collecting information about the training recipient such as the role, type of provider, and type of home agency;
 - 1.13.2. Measuring trainee satisfaction with the training content, methods, and trainer(s); and
 - 1.13.3. Identifying trainee perceptions of the relevance and usability of training.
- 1.14. The Contractor shall provide assessments to all training attendees six (6) months post training to evaluate CBHRC training and technical assistance by:
- 1.14.1. Asking trainees about training-related individual and agency-level actions and outcomes, such as:
 - 1.14.1.1. Changes in readiness for EBP's;
 - 1.14.1.2. Enhancement in their EBP offerings or implementation; and
 - 1.14.1.3. Development of new or enhanced policies, procedures, or protocols.
- 1.15. The Contractor shall review and analyze training attendee surveys quarterly to inform ongoing CBHR quality improvement.

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- 1.16. The Contractor shall ensure the technical assistance model, New Hampshire's Family – and Youth – Driven Wraparound and the federally funded program Building Futures Together support individuals and organizations, which includes access to online learning portals such as:
 - 1.16.1. Canvas platform, used for training in Implementation Science.
 - 1.16.2. RENEW, an evidence-informed practice of UNH to support the transition of youth and young adults with emotional and behavioral challenges.
- 1.17. The Contractor shall ensure technical assistance includes:
 - 1.17.1. In-situ modeling;
 - 1.17.2. Sill building
 - 1.17.3. Practice;
 - 1.17.4. Booster trainings,
 - 1.17.5. Observation; and
 - 1.17.6. Feedback.
- 1.18. The Contractor shall develop a CBHRC Leadership Team to serve as a think tank for the CBHRC and the Department. The Contractor shall use the results of the initial trainee assessment and environmental scans to provide periodic updates to recommend priority areas for EBP improvement, development and cross-stem implementation.
- 1.19. The Contractor shall provide training and technical assistance directly to providers and licensed CBHRC staff. The Contractor shall facilitate train-the-trainer trainings for the capacity to support a particular EBP. The Contractor shall ensure the method of training and technical assistance aligns with the rules and licensing/certification requirements of the EBP.
- 1.20. The Contactor shall determine which EBP to implement by considering the following criteria:
 - 1.20.1. Sustainability;
 - 1.20.2. Usability;
 - 1.20.3. Feasibility;
 - 1.20.4. Relevance;
 - 1.20.5. Flexibility; and
 - 1.20.6. Cost.

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- 1.21. The Contractor shall work with the Department and New Hampshire legislators to develop or leverage funding mechanisms that support sustainability and EBP implementation.
- 1.22. The Contractor shall engage the Department, managed care organizations (MCOs), the closed loop referral contractor for the Department, and other providers to obtain the information necessary to complete and maintain the Children's Behavioral Health Resource Center. The Contractor shall facilitate collaboration among State and local agencies and service providers in order to:
 - 1.22.1. Encourage sharing of information regarding State and local agency policies and practices relative to the implementation of EBPs.
 - 1.22.2. Increase access to information for EBPs for children, youth and their families, statewide.
 - 1.22.3. Work with all in-state EBP Steering Committees and Communities of Practice for EBPs.
 - 1.22.4. Align implementation activities across multiple levels such as collaborative structures, providers, state leaders, and other key stakeholders.
- 1.23. The Contractor shall increase the number of children, youth, and their families who know about the EBP's available to them by collaborating with:
 - 1.23.1. National Alliance on Mental Illness (NAMI) NH;
 - 1.23.2. Youth MOVE NH;
 - 1.23.3. Family resource centers; and
 - 1.23.4. Other entities identified by the Department.
- 1.24. The Contractor shall consult with the New Hampshire Office of Health Equity to ensure all materials, programs, and services are in plain language, accessible, culturally and linguistically appropriate, and trauma informed.
- 1.25. The Contractor shall ensure the CBHRC participates in all in-state EBP Steering Committees and other Communities of Practice for EBP's including:
 - 1.25.1. The NH Collaborative for SOC meetings;
 - 1.25.2. SOC Implementation Team meetings;
 - 1.25.3. Monthly Care Management Entity Meetings;
 - 1.25.4. Behavioral Health collaborative meetings;
 - 1.25.5. The Governor's Commission on Alcohol and Other Drugs;

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- 1.25.6. The New Hampshire community mental health children's director's meetings;
- 1.25.7. Other collaboratives and community of practices as directed by the Department.
- 1.26. The Contractor shall ensure the CBHRC creates and facilitates working groups and communities of practice regarding implementation of specific EBPs or other implementation challenges when the need is indicated by stakeholders, the system assessment, or the Department. The CBHRC shall use the research-based team performance model, data-based decision-making strategies, and other best practices in effective cross-sector teaming.
- 1.27. The Contractor shall use the BHI's Evidence-Based Practice Implementation Index (EB-PII) to conduct the assessment of the implementation of EBPs by State and local agencies by identifying the current EBPs for children's behavioral health utilized, statewide. The Contractor shall ensure identification of EBPs includes, but is not limited to:
 - 1.27.1. Group or practice name.
 - 1.27.2. Practitioner's name.
 - 1.27.3. Provider specialty.
 - 1.27.4. The EBP(s) that the practitioner is certified/licensed to provide, including the date and term of relevant certifications/licensures.
 - 1.27.5. The agency that trained and certified each practitioner in the EBP.
 - 1.27.6. Date of training and certification, including the frequency and type of ongoing booster training(s), coaching, and supervision in each EBP.
 - 1.27.7. Mapping of the EBPs provided that include:
 - 1.27.7.1. EBP by target population; and
 - 1.27.7.2. By the population that actually received services in the past twelve (12) months.
 - 1.27.8. Information regarding gaps in age, treatment modality, or similar areas.
 - 1.27.9. Possible barriers to treatment that includes:
 - 1.27.9.1. Average wait times;
 - 1.27.9.2. Duration;
 - 1.27.9.3. Location;
 - 1.27.9.4. Cost; and
 - 1.27.9.5. Other potential and observed barriers to treatment

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- 1.27.10. Information on fidelity measure and quality assurance protocols for each EBP.
- 1.27.11. The scholarly evidence for the EBP that includes:
 - 1.27.11.1. The level, strength and typical effect sizes of outcomes reported in the scholarly literature by type of outcome and/or target population.
 - 1.27.11.2. The degree to which EBP implementation adheres to core SOC values.
 - 1.27.11.3. The types and degree of organizational infrastructures needed to support the EBP.
 - 1.27.11.4. The types and degree to which client engagement, fidelity, and outcomes data are routinely collected and used to improve the practice;
 - 1.27.11.5. The types and degree to which EBP implementation includes system and client-level coordination support.
- 1.28. The Contractor shall provide a detailed, aggregated summary of the system assessment information to the Department to promote reflection, quality improvement and to identify opportunities for support and technical assistance from the CBHRC team to extend and enhance EBP implementation.
- 1.29. The Contractor shall provide recommendations to the Children's Behavioral Health Collaborative workforce group and the Children's System of Care Advisory Group, which includes, but is not limited to:
 - 1.29.1. Using information collected and analyzed from the statewide assessment to develop a report within 10 (ten) months of the contract effective date.
 - 1.29.2. Comparing statewide assessment information against the requirements in RSA 135:F, System of Care for Children's Mental Health to establish a percentage of services within the system that are EBPs.
 - 1.29.3. Assisting in forming recommendations for:
 - 1.29.3.1. The statewide expansion of current EBPs across the system.
 - 1.29.3.2. The foundational readiness for EBP implementation at the provider level.
 - 1.29.3.3. New EBPs to be implemented statewide and at the provider level.

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- 1.29.3.4. The resources necessary to implement each new EBP statewide.
- 1.29.4. Working with the Department and children's behavioral health providers in assessing foundational readiness for EBP implementation for current and new EBPs and to develop a targeted plan to increase readiness. The Contractor shall review the targeted readiness plan bi-annually.
- 1.30. The Contractor shall market their technical assistance support and the online resource center to increase usage of EBPs statewide by branding the CBHRC's purpose, mission, services, and supports to establish it as the resource to go to for standing up children's behavioral health EBPs in NH.
- 1.31. The Contractor shall create and widely disseminate a menu of individualized training and TA services through its website and launch events via Zoom. The Contractor shall ensure all materials are fully accessible and available in multiple languages, as determined by the Department.
- 1.32. The Contractor shall implement a Statewide Center of Excellence, the Psychosis Early Action, Resource and Learning Services (PEARLS) to bridge gaps between research, policies and practices for an evidence-based Coordinated Specialty Care (CSC) model for the treatment of First Episode Psychosis (FEP)/Early Serious Mental Illness (ESMI) through a collaborative and supportive effort with the Community Mental Health Centers (CMHCs), statewide.
- 1.33. The Contractor shall ensure the PEARLS provides services that include, but are not limited to:
- 1.33.1. Offering virtual trainings twice a year and certification in core components of the CSC model using Adobe Connect Software to allow for individuals to work in large and small groups, participate in polling activities, and to access web links and documents.
 - 1.33.2. Facilitating a monthly learning collaborative for ongoing education and shared learning;
 - 1.33.3. Providing consultation services that include medication management and family engagement consistent with the CSC model;
 - 1.33.4. Connecting and engaging service providers and care teams at CMHC's with an Implementation and Clinical Support team.
 - 1.33.5. Engaging community organizations in building a statewide system of community-based peer and social support for individuals experiencing early psychosis and their families.

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- 1.33.6. Providing technical assistance that includes individual FEP programs;
- 1.33.7. Conducting program fidelity reviews; and
- 1.33.8. Advancing a health learning system that promotes continuous CSC program evaluation and adaption.
- 1.34. The Contractor shall provide training and consultation services for CSC minimum service requirements that include, but are not limited to:
 - 1.34.1. Developing a Department-approved screening process at intake.
 - 1.34.2. Identifying case management criteria such as:
 - 1.34.2.1. Developing coping skills with individuals;
 - 1.34.2.2. Managing medications;
 - 1.34.2.3. Navigating treatment options; and
 - 1.34.2.4. Providing family psychoeducation.
 - 1.34.3. Providing psychiatric support and/or specialty telepsychiatric consultation services.
 - 1.34.4. Providing education on the importance of managing symptoms with medications and providing assistance with securing the best, lowest dosage medications.
 - 1.34.5. Utilizing Peer Support Services.
- 1.35. The Contractor shall provide technical assistance for outcome supported and evidence-informed CSC services that:
 - 1.35.1. Increase knowledge, skills, and abilities of the Community Mental Health Program Service system and its practitioners;
 - 1.35.2. Increase the Community Mental Health Program service system capacity to improve health outcomes within communities, statewide;
 - 1.35.3. Support implementation of the CSC program, policies, and practices that reduce the psychotic symptoms across the lifespan;
 - 1.35.4. Increase and support integration efforts with primary and mental healthcare across the statewide service system;
 - 1.35.5. Support the existing collaboration efforts with community-based groups of diverse stakeholders; and
 - 1.35.6. Ensure program fidelity while meeting state and federal grant requirements including, but not limited to the Federal Community Mental Health Block Grant (MHBG).

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- 1.36. The Contractor shall develop program certification with core competencies relative to the overall philosophy of team-based care for FEP and specialized services that support individual recovery, which include:
 - 1.36.1. Access to clinical providers with specialized training in FEP care;
 - 1.36.2. Easy entrance to the FEP specialty program through active outreach and engagement;
 - 1.36.3. Provision of services in home, community, and clinical settings, as needed;
 - 1.36.4. Acute care during or following a psychiatric crisis;
 - 1.36.5. Transition to step-down services with the CSC team or discharge to regular care depending on the client's level of symptomatic and functional recovery; and
 - 1.36.6. Assurance of program quality through continuous monitoring of treatment fidelity.
- 1.37. The Contractor shall develop standards for CSC program certification that evaluate whether a team has mastered the following criteria:
 - 1.37.1. The overall theoretical framework of CSC treatment, including the recovery potential for individuals with FEP;
 - 1.37.2. Developmental issues specific to adolescents and young adults experiencing a first episode of psychosis;
 - 1.37.3. The concepts of shared decision making and person-centered care; and
 - 1.37.4. The importance of maintaining an optimistic therapeutic perspective.
- 1.38. The Contractor shall facilitate access to telepsychiatry services to CMHCs as needed. The Contractor shall ensure:
 - 1.38.1. Services meet all New Hampshire state and federal laws and regulations for telehealth services.
 - 1.38.2. Telepsychiatrists are enrolled as NH Medicaid providers and are licensed to practice psychiatry in New Hampshire.
 - 1.38.3. Services are accessible statewide.
 - 1.38.4. They will enter into agreements with CMHCs that are in need of services for their FEP/ESMI CSC program, as agreed upon by both parties.
- 1.39. The Contractor shall conduct reviews in coordination with the Department to certify each CMHC for the CSC model.

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- 1.40. The Contractor shall develop and maintain a CSC Learning Collaborative-Community of Practice.
 - 1.40.1. The Contractor shall collaborate with the Department to support current and emerging initiatives that align with the System of Care core values, that include:
 - 1.40.2. Family Driven and Youth Driven;
 - 1.40.3. Community-Based Services;
 - 1.40.4. Culturally and Linguistically Competent; and
 - 1.40.5. Trauma-Informed Care.
 - 1.40.6. The Contractor shall provide technical assistance in a variety of formats, including but not limited to:
 - 1.40.6.1. In-person interactions.
 - 1.40.6.2. Virtual meetings.
 - 1.40.6.3. Teleconferences and webinars.
 - 1.40.6.4. Communities of Practice (COP) and other types of groups/shared learning opportunities.
- 1.41. The Contractor shall collaborate with the Department to develop resources that assist with technical assistance including, but not limited to:
 - 1.41.1. Toolkits.
 - 1.41.2. Briefs.
 - 1.41.3. Logic models.
- 1.42. The Contractor shall utilize subject matter experts for technical assistance, as approved by the Department.
- 1.43. The Contractor shall develop a Department-approved technical assistance performance measurement plan to evaluate:
 - 1.43.1. Timeliness in the response to and delivery of technical assistance;
 - 1.43.2. Transfer of knowledge;
 - 1.43.3. Increased capacity and/or systems and/or practice changes; and
 - 1.43.4. Technical assistance recipient satisfaction and effectiveness, which must be sent to individuals receiving technical assistance and returned directly to the Department.
- 1.44. The Contractor shall collaborate with the Department to develop recommendations about how to reach full implementation of a fidelity model,

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specific to New Hampshire, to include benchmarks and acceptable levels of fidelity over time.

- 1.45. The Contractor shall conduct a project kick-off meeting with the Department within 20 business days of the resulting contract effective date.
- 1.46. The Contractor shall submit data in the format, content, completeness, frequency, method and timeliness as specified by the Department. Data must include, but is not limited to:
 - 1.46.1. CMHC staffing levels for those serving on the identified CSC treatment team.
 - 1.46.2. CMHC program Census inclusive of geographic locations of program enrollments.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit a written monthly progress report by the 15th of each month to the Department related to accomplishment of the contract goals and performance measures which includes, but is not limited to:
 - 3.1.1. A Summary of the key work performed during the monthly period, including updates and outcomes of the online resource center development and technical assistance provided.
 - 3.1.2. Encountered and foreseeable key issues and suggested mitigation strategies for each, as applicable.
 - 3.1.3. Scheduled work for the upcoming period.
- 3.2. The Contractor shall track and report analytic data from the online Resource Center in a format and frequency defined by the Department to include, but is limited to:
 - 3.2.1. User navigation.

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- 3.2.2. Number of questions submitted within the designated reporting period.
 - 3.2.2.1. Response time for each question.
 - 3.2.2.2. Types of questions.
- 3.2.3. Online resource center updates including, but not limited to:
 - 3.2.3.1. How often updates are completed.
 - 3.2.3.2. The details of the updated information.
 - 3.2.3.3. The rationale behind why information was added, changed or removed.
- 3.3. The Contractor shall submit an annual report no later than 60 days after the end of the State Fiscal Year that includes all elements described in RSA 170-G:4-b I-III, Evidenced-Based Practices, and includes but is not limited to:
 - 3.3.1. Gaps in geographical EBP availability.
 - 3.3.2. Identification of barriers to EBP use and implementation.
 - 3.3.3. Financial report.
 - 3.3.4. The Center of Excellence program overview, including accomplishments towards program goals and performance measures linked to outcomes.
- 3.4. The Contractor shall write and submit annual reports to the Department and the participating CMHC's, identifying areas of need and consultation plans for each CMHC to continue to develop and improve upon the model implementation.

4. Performance Measures

- 4.1. The Department will monitor performance of the Contractor according to the following standards:
 - 4.1.1. 85% of technical assistance recipients report taking at least one (1) action step as a result of TA provided.
 - 4.1.2. 10% increase in the number of individuals who receive treatment through an EBP after year 2.
 - 4.1.3. Will show an increase in the number of individual's enrolled in the CSC programming for FEP/ESMI across the participating CMHC's.
- 4.2. 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.

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- 4.3. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.

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STANDARD EXHIBIT I

The Contractor identified as "University of New Hampshire" in Section A of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the Department of Health and Human Services.

Project Title:

Project Period:

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
- c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- h. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- i. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- j. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

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- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- l. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate, and its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement (including this Exhibit) to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to

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such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional reasonable security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the NH DHHS Information Security via the email address provided in Exhibit K- Information Security Requirements of this Contract, of any Incidents or Breaches immediately after the Business Associate has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
- b. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:
- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person who used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all applicable sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3(l) herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by the Agreement for the purpose of use and disclosure of protected health information.

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- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Exhibit.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of this Exhibit, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph #14 of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, including this Exhibit, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement or this Exhibit shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of this Exhibit in section (3)(I), and the defense

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Authorized Representative

Director
Title of Authorized Representative

9/7/2021
Date

Sponsored Programs Administration

University of New Hampshire

DocuSigned by:
Karen Jensen
Signature of Authorized Representative

Karen Jensen
Authorized Representative

Director, Pre-Award
Title of Authorized Representative

8/31/2021
Date

**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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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
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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.).

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**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

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**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/doi/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.

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**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

DHHSPrivacyOfficer@dhhs.nh.gov

**New Hampshire Department of Health and Human Services
Technical Assistance and Training for Children's
Behavioral Health Evidence Based Practices
EXHIBIT A-4**



1. Workplans

1.1. Online Repository

Activity	Lead	Year 1				Year 2				Year 3			
		Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
1. Assemble Online Resource Center Team	IHPP/IOD	X											
2. Research similar platforms/ conduct focus groups-	IHPP/IOD	X	X			X				X			
3. Secure Technical requirements and platform specs-design	IHPP/IOD	X	X										
4. Pilot Launch site, assess usability	IHPP/IOD/BHII			X	X								
5. Full launch, assess usability	IHPP/IOD/BHII			X		X		X		X		X	

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**New Hampshire Department of Health and Human Services
Technical Assistance and Training for Children's
Behavioral Health Evidence Based Practices
EXHIBIT A-4**



1.2. Marketing

Activities	Person(s) Responsible	Start Date	End Date
1. Stand up a working group with the Department, MCOs, other providers and CBHRC Leadership Team and develop a plan for EBP implementation	CBHRC	Month 2	Month 6
2. Develop CBHRC "brand," create web presence, design outreach materials, and disseminate materials. Update materials as specific EBPs are rolled out.	CBHRC	Month 4	Month 36
3. Develop a list of groups for collaboration and outreach and attend meetings to gather input and disseminate information about the CBHRC	CBHRC	Month 2	Month 36
4. Successfully stand up the online resource center and event calendar, including holding launch events and outreach activities.	IHPP/ IOD	Month 8	Month 36
5. Continuously assess effectiveness of marketing efforts and adjust as needed.	CBHRC, Department, Leadership Team	Month 8	Month 36

1.3. Implementation tasks and milestones

	Year 1				Year 2				Year 3			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
Hire and train staff.	X											
Conduct a project kick-off meeting with the Department within 20 of contract effective date.	X											
Develop a Department approved screening process for CSC at intake.		X										
Develop a CSC program certification process.		X	X									
Collaborate with the Department to develop resources for technical assistance.			X	X								
Establish agreement with subject matter experts for		X										

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



**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:

8/31/2021

Date

DocuSigned by:

Karen Jensen

Name: Karen Jensen

Title: Director, Pre-Award

Vendor, Initials

8/31/2021
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-I.)
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:

8/31/2021

Date

DocuSigned by:

Karen Jensen

Name: Karen Jensen

Title: Director, Pre-Award

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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8/31/2021
Date

**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 (1)(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:

8/31/2021

Date

DocuSigned by:

Karen Jensen

Name: Karen Jensen

Title: Director, Pre-Award

Contractor Initials

DS
KJ

Date 8/31/2021

Exhibit F-1 Budget

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Institute on Disability at UNH

Budget Request for: Technical Assistance and Training for Children's Behavioral Health Evidence Based Practices

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 250,549.00	\$ 65,143.00	\$ 315,692.00	\$ -	\$ -	\$ -	\$ 250,549.00	\$ 65,143.00	\$ 315,692.00
2. Employee Benefits	\$ 89,331.00	\$ 23,228.00	\$ 112,557.00	\$ -	\$ -	\$ -	\$ 89,331.00	\$ 23,228.00	\$ 112,557.00
3. Consultants	\$ 79,500.00	\$ 20,670.00	\$ 100,170.00	\$ -	\$ -	\$ -	\$ 79,500.00	\$ 20,670.00	\$ 100,170.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,200.00	\$ 1,612.00	\$ 7,812.00	\$ -	\$ -	\$ -	\$ 6,200.00	\$ 1,612.00	\$ 7,812.00
6. Travel	\$ 4,500.00	\$ 1,170.00	\$ 5,670.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 1,170.00	\$ 5,670.00
7. Occupancy	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 756,483.00	\$ 19,500.00	\$ 775,983.00	\$ -	\$ -	\$ -	\$ 756,483.00	\$ 19,500.00	\$ 775,983.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology - Web Platform	\$ 10,000.00	\$ 2,600.00	\$ 12,600.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 2,600.00	\$ 12,600.00
Translation Services	\$ 1,000.00	\$ 260.00	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 260.00	\$ 1,260.00
Printing/Copying	\$ 2,000.00	\$ 520.00	\$ 2,520.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 520.00	\$ 2,520.00
Document Development	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00
TOTAL	\$ 1,208,583.00	\$ 135,741.00	\$ 1,344,324.00	\$ -	\$ -	\$ -	\$ 1,208,583.00	\$ 135,741.00	\$ 1,344,324.00
Indirect As A Percent of Direct 11.2%									

Exhibit F-2 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: University of New Hampshire

Budget Request for: Technical Assistance and Training for Children's Behavioral Health Evidence Based Practices

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 267,461.00	\$ 69,540.00	\$ 337,001.00	\$ -	\$ -	\$ -	\$ 267,461.00	\$ 69,540.00	\$ 337,001.00
2. Employee Benefits	\$ 99,540.00	\$ 25,880.00	\$ 125,420.00	\$ -	\$ -	\$ -	\$ 99,540.00	\$ 25,880.00	\$ 125,420.00
3. Consultants	\$ 65,000.00	\$ 16,900.00	\$ 81,900.00	\$ -	\$ -	\$ -	\$ 65,000.00	\$ 16,900.00	\$ 81,900.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,200.00	\$ 1,612.00	\$ 7,812.00	\$ -	\$ -	\$ -	\$ 6,200.00	\$ 1,612.00	\$ 7,812.00
6. Travel	\$ 4,500.00	\$ 1,170.00	\$ 5,670.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 1,170.00	\$ 5,670.00
7. Occupancy	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 761,695.00	\$ -	\$ 761,695.00	\$ -	\$ -	\$ -	\$ 761,695.00	\$ -	\$ 761,695.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology - Web Platform	\$ 5,000.00	\$ 1,300.00	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,300.00	\$ 6,300.00
Translation Services	\$ 1,000.00	\$ 260.00	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 260.00	\$ 1,260.00
Printing/Copying	\$ 2,000.00	\$ 520.00	\$ 2,520.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 520.00	\$ 2,520.00
Document Development	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00
TOTAL	\$ 1,221,396.00	\$ 118,222.00	\$ 1,339,618.00	\$ -	\$ -	\$ -	\$ 1,221,396.00	\$ 118,222.00	\$ 1,339,618.00

Indirect As A Percent of Direct

9.7%

Exhibit F-3 Budget

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Institute on Disability at UNH

Budget Request for: Technical Assistance and Training for Children's Behavioral Health Evidence Based Practices

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 275,487.00	\$ 71,627.00	\$ 347,114.00	\$ -	\$ -	\$ -	\$ 275,487.00	\$ 71,627.00	\$ 347,114.00
2. Employee Benefits	\$ 102,527.00	\$ 26,657.00	\$ 129,184.00	\$ -	\$ -	\$ -	\$ 102,527.00	\$ 26,657.00	\$ 129,184.00
3. Consultants	\$ 45,000.00	\$ 11,700.00	\$ 56,700.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 11,700.00	\$ 56,700.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 6,200.00	\$ 1,612.00	\$ 7,812.00	\$ -	\$ -	\$ -	\$ 6,200.00	\$ 1,612.00	\$ 7,812.00
6. Travel	\$ 4,500.00	\$ 1,170.00	\$ 5,670.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 1,170.00	\$ 5,670.00
7. Occupancy	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 778,235.00	\$ -	\$ 778,235.00	\$ -	\$ -	\$ -	\$ 778,235.00	\$ -	\$ 778,235.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology - Web Platform	\$ 5,000.00	\$ 1,300.00	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,300.00	\$ 6,300.00
Translation Services	\$ 1,000.00	\$ 260.00	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 260.00	\$ 1,260.00
Printing/Copying	\$ 2,000.00	\$ 520.00	\$ 2,520.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 520.00	\$ 2,520.00
Document Development	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,040.00	\$ 5,040.00
TOTAL	\$ 1,228,949.00	\$ 115,886.00	\$ 1,344,835.00	\$ -	\$ -	\$ -	\$ 1,228,949.00	\$ 115,886.00	\$ 1,344,835.00

Indirect As A Percent of Direct

9.4%

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

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

6/27/14
Rev. 10/21/14

Page 1 of 2

8/31/2021
Date

DS
kf

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:

8/31/2021

Date

DocuSigned by:

Karen Jensen

Name: Karen 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

DS
kj

Date 8/31/2021



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:

8/31/2021

Date

DocuSigned by:

Karen Jensen

Name: Karen Jensen

Title: Director, Pre-Award

Contractor Initials

8/31/2021
Date



**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 (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

8/31/2021

Date

DocuSigned by:

Karen Jensen

Name: Karen Jensen

Title: Director, Pre-Award



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 DUNS number for your entity is: 111089470
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

NO YES

If the answer to #3 above is YES, stop here

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____