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

Lori A. Shibnette
Commissioner

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

Joseph E. Ribsam, Jr.
Director

June 9, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to amend an existing **Sole Source** cooperative project agreement with University of New Hampshire (VC#177867-8046), Durham, NH for an educational tuition partnership that will provide educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families, by exercising a renewal option by increasing the price limitation by \$332,161 from \$301,652 to \$633,813 and by extending the completion date from June 30, 2020 to June 30, 2022 effective July 1, 2020 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contract was approved by Governor and Council on June 20, 2018, item #44C.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-42-421010-2960000-066-500544 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, ORGANIZATIONAL LEARNING & QUALITY IMPROVEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	066-500544	Educational Training	42106012	\$148,302	\$0	\$148,302
2020	066-500544	Educational Training	42106012	\$153,350	\$0	\$153,350
2021	066-500544	Educational Training	42106012	\$0	\$164,050	\$164,050
2022	066-500544	Educational Training	42106012	\$0	\$168,111	\$168,111
			Total	\$301,652	\$332,161	\$633,813

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. Additionally, the vendor is uniquely qualified to provide these services. There are only two (2) universities in New Hampshire who have accredited social work programs, one of which is the University of New Hampshire. The contract with the University of New Hampshire offers the Bachelor's and Master's level degrees in social work studies. The contract with Plymouth State University offers the Bachelor's level degree in social work.

The purpose of this agreement is to ensure the Division for Children, Youth and Families (DCYF) staff who are responsible for engaging with clients to assess needs for services receive the required training that will ensure clients receive appropriate services to better care for their children.

DCYF has experienced employee attrition rates that eclipse the availability of properly trained/educated child welfare professionals in the workplace to fill vacancies. This has caused significant delays in recruitment. The Educational Tuition Partnership provides the DCYF with a mechanism with which to recruit and retain employees and also cultivate a skilled and competent workforce in the social work field. Approximately six (6) UNH students will be served from July 1, 2020 to June 30, 2022 in the internship program; four (4) students from the Master of Social Work program and two (2) from the Bachelor of Social Work program.

The Education Tuition Partnership addresses the lack of properly trained/educated child welfare professionals in the workplace to fill vacant positions due to high employee attrition experienced by the DCYF. In recent years, this partnership was offered to current DCYF employees who had applied for Bachelors' level programs to advance their skills and pursue long term training goals to remain employees and continue to contribute to the Division's mission and vision. This partnership has provided the DCYF a mechanism with which to cultivate a skilled and competent workforce, by sponsoring Bachelor's and Master's level students for one (1) to two (2) years of their college education.

The partnership continues to allow for higher quality coursework preparation for the DCYF workforce, as well as incorporating current social work research into the DCYF staff training programs. The Department of Health and Human Services, DCYF, is mandated by State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV-E, to provide ongoing educational opportunities to this audience, specific to children and families served by DCYF.

The Department will monitor contracted services using the following tools to measure performance:

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

As referenced in Exhibit A of the original cooperative project 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. The Department is exercising its option to renew services for two (2) of the four (4) years available.

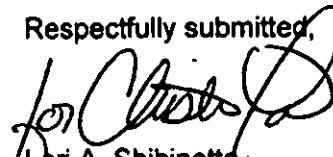
Should the Governor and Council not authorize this request, the Division for Children, Youth and Families staff may not have as many qualified staff to hire, which could have a negative impact on workforce recruitment and the capacity necessary to engage with clients when assessing their needs for services to better care for their children.

Area served: Statewide

Source of Funds: CFDA #93.658, FAIN #1801NHFOST; CFDA #96.659, FAIN #1801NHADPT; CFDA #93.645, FAIN #1801NHCWSS; CFDA #93.667, FAIN #1801NHSOSR

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

Respectfully submitted,



Lori A. Shbinette
Commissioner

**AMENDMENT #1 to
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**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 6/20/18, item # 44C, for the Project titled "UNH Education Tuition Partnership," Campus Project Director, Melissa Wells, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Extend the Project Agreement and Project Period end date, with additional associated funding.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of N/A with N/A and/or USNH campus from N/A to N/A.
- Article B. is revised to replace the Project End Date of 06/30/2020 with the revised Project End Date of 06/30/2022, and Exhibit A, article B is revised to replace the Project Period of 06/20/2018 – 06/30/2020 with 06/20/2018 – 06/30/2022.
- Article C. is amended to expand Exhibit A by including the proposal titled, "N/A," dated N/A.
- Article D. is amended to change the State Project Administrator to **Kimberly Crowe, Administrator III, Division for Children, Youth and Families, Bureau of Organizational Learning and Quality Improvement, 129 Pleasant Street, Concord, NH, 03301, Phone: 603-271-4693** and/or the Campus Project Administrator to **Melissa Wells, MSW, Ph.D., Professor & Chair Department of Social Work, University of New Hampshire, 220A Pettee Hall, Durham, NH, 03824, Phone: 603-862-0076.**
- Article E. is amended to change the State Project Director to **Todd Crumb, Training, Administrator I, Div. for Children, Youth and Families, Bureau of Organizational Learning & Quality Improvement, 129 Pleasant Street, Concord NH 03301, Phone: 603-271-7212** and/or the Campus Project Director to **Christie Davis, Clinical Assistant Professor, Child Welfare Program Director, Department of Social Work, University of New Hampshire, 223 Pettee Hall, Durham NH 03824, Phone: 603-862-0076.**
- Article F. is amended to add funds in the amount of **\$332,161** and will read:

Total State funds in the amount of **\$633,813** 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share N/A% of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. N/A from N/A under CFDA# N/A. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) N/A of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

Title: Director, Research Administration

Signature and Date: Karen Jensen 6/3/20

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Christen Lavers

By An Authorized Official of:

Name: Joseph E. Ribsam, Jr.

Title: Director, DCYF

Signature and Date: [Signature] 6/4/2020

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

Name:

Title: Assistant Attorney General
Signature and Date: /s/ Christian Lavera

Title: _____
Signature and Date: _____

EXHIBIT A

A. Project Title:

B. Project Period:

Project Period: July 1, 2018, or date of Governor and Executive Council approval, whichever is later, through June 30, 2022. The parties may extend contracted services for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council.

C. Objectives:

D. Scope of Work:

E. Deliverables Schedule:

F. Budget and Invoicing Instructions:

1. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2., Subsection 2.2, to read:

2.2 The Contractor shall submit detailed invoices to the State on regular Campus invoice forms, no more frequently than monthly and no less frequently than quarterly, which identifies and requests reimbursement for authorized detailed expenses incurred in the prior month and in accordance with Exhibit B-1 Budget Worksheet through Exhibit B-5 Amendment #1, Budget Worksheet. Invoices will show current and cumulative expenses by major cost categories..

2. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2., Subsection 2.3, to read:

2.3 The Contractor shall submit a report of the SFY expenses in accordance with the budget categories in Exhibit B-1, Budget Worksheet through Exhibit B-5 Amendment #1, Budget Worksheet by July 30th of each year.

3. Add Exhibit B-4 Amendment #1, Budget Worksheet, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-5 Amendment #1, Budget Worksheet, which is attached hereto and incorporated by reference herein.

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

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: University of New Hampshire

Budget Request for: 85-2019-DCYF-02-UNHED-01-A01, UNH Education Tuition Partnership

Budget Period: 7/1/20 - 6/30/21 (SFY 2021)

Line Item	UNHED-01-A01		UNHED-01-A02		UNHED-01-A03		UNHED-01-A04		UNHED-01-A05		UNHED-01-A06		UNHED-01-A07		UNHED-01-A08		UNHED-01-A09		UNHED-01-A10		
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 17,755.00	\$ 18,218.00	\$ 89,873.00	\$ 21,100.00	\$ 7,427.00	\$ 25,527.00	\$ 30,855.00	\$ 16,791.00	\$ 41,448.00												
2. Employee Benefits	\$ 18,865.00	\$ 8,649.00	\$ 75,305.00	\$ 9,242.00	\$ 3,253.00	\$ 12,495.00	\$ 9,823.00	\$ 3,387.00	\$ 13,010.00												
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
4. Equipment:																					
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
5. Supplies:																					
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
8. Current Expenses:																					
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
13. Other: Tuition and stipends:	\$ 108,584.00	\$ -	\$ 108,584.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,584.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FAA 35.2% MTDC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 189,214.00	\$ 24,866.00	\$ 591,072.00	\$ 30,342.00	\$ 10,680.00	\$ 41,812.00	\$ 43,878.00	\$ 14,178.00	\$ 164,954.00												

Indirect As A Percent of Direct 13.6%

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

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHS. Everything else will automatically populate.

Contractor Name: University of New Hampshire

Budget Request for: SS-2019-DCYF-02-UNHED-01-A01, UNH Education Tuition Partnership

Budget Period: 7/1/21 - 6/30/22 (SFY 2022)

Line Item	UNH Education Tuition Partnership			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,308.00	\$ 18,784.00	\$ 42,092.00	\$ 21,733.00	\$ 7,850.00	\$ 29,583.00	\$ 31,878.00	\$ 11,114.00	\$ 42,992.00
2. Employee Benefits	\$ 19,431.00	\$ 8,840.00	\$ 28,271.00	\$ 9,819.00	\$ 3,351.00	\$ 13,170.00	\$ 9,912.00	\$ 3,469.00	\$ 13,381.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 112,021.00	\$ -	\$ 112,021.00	\$ -	\$ -	\$ -	\$ 112,021.00	\$ -	\$ 112,021.00
13. Other: Tuition, fees stipends:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 184,760.00	\$ 25,624.00	\$ 210,384.00	\$ 31,552.00	\$ 11,201.00	\$ 42,753.00	\$ 183,548.00	\$ 14,883.00	\$ 198,431.00

Indirect As A Percent of Direct 13.0%

JUN 12 '18 AM 10:42 DAS

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

Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 5, 2018

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 (DHHS), Division for Children, Youth and Families (DCYF) to enter into a **sole source** agreement with University of New Hampshire, Vendor #177867-B046, 51 College Road, Durham, New Hampshire 03824, for an educational tuition partnership that will provide educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families, in an amount not to exceed \$301,652, effective July 1, 2018, upon date of Governor and the Executive Council approval, through June 30, 2020. 100% Federal Funds

Funds are available in the following accounts for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-095-42-421010-29600000-066-500544 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, ORGANIZATIONAL LEARNING & QUALITY IMPROVEMENT

Fiscal Year	Class/Object	Title	Activity Code	Total Amount
2019	066-500544	Educational Training	42106012	\$148,302.00
2020	066-500544	Educational Training	42106012	\$153,350.00
			Total:	\$301,652.00

EXPLANATION

This is a **sole source** request because there are only two (2) universities in New Hampshire who have accredited social work programs, of which the University of New Hampshire is one. The contract with the University of New Hampshire will offer the Bachelor's and Master's level degrees in social work studies and another contract will be forthcoming for the Bachelor's level degree in social work with Plymouth State University.

The purpose of this agreement is to ensure the Division for Children, Youth and Families (DCYF) staff, responsible for engaging with clients to assess needs for services, receive the required training that will ensure clients receive appropriate services to better care for their children.

DCYF has experienced employee attrition rates that eclipse the availability of properly trained/educated child welfare professionals in the workplace to fill vacancies. This has caused significant delays in recruitment. The Educational Tuition Partnership provides the DCYF with a mechanism with which to recruit and retain employees and also cultivate a skilled and competent workforce in the social work field.

Funds in this agreement will be used for the Education Tuition Partnership to address the lack of properly trained/educated child welfare professionals in the workplace to fill vacant positions due to high employee attrition experienced by the DCYF. In recent years, this partnership was offered to current DCYF employees who had applied for Bachelors' level programs to advance their skills and pursue long term training goals to remain employees and continue to contribute to the Division's mission and vision. This partnership has provided the DCYF a mechanism with which to cultivate a skilled and competent workforce, by sponsoring Bachelor's and Master's level students for one (1) to two (2) years of their college education.

Since 2000, the Division has accepted sixty-six (66) IV-E Interns into the program with the University of New Hampshire, of which thirty-two (32) were from the Master's level program and thirty-four (34) from the Bachelor's level program. There have been three (3) Interns who either did not complete their programs or did not complete their contractual employment obligation to the DCYF and have been required to reimburse the DCYF for tuition payments since 2012. A recent survey of both recent graduates and long-term DCYF employees resulted in over eighty percent (80%) stating they planned to stay at the DCYF after their Title IV-E agreements ended. Five (5) of the participants were still in their contractual employment period.

The partnership continues to allow for higher quality coursework preparation for the DCYF workforce, as well as incorporating current social work research into the DCYF staff training programs. The Department of Health and Human Services, DCYF, is mandated by State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV-E, to provide ongoing educational opportunities to this audience, specific to children and families served by DCYF.

As referenced in Exhibit A of this agreement, this Department has the option to extend services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Receipt of an evaluation report that shall incorporate both process and outcome measures within ninety (90) days after the end of each state fiscal year;
- Receipt of annual recommendations and an outline of the steps taken for improvement of the program;
- Receipt of reports that provide registration and attendance data for each semester, including, evaluation results, specifically linked to performance outcomes;

- Receipt of an end of year report within ninety (90) days of the end of the State Fiscal Year which will provide a complete program overview, accomplishments towards program goals and performance measures linked to outcomes and including return on investment; registration and attendance during the report year; learning needs assessment gathered during the report year; learning session(s) evaluation results; program cost effectiveness, which shall include costs per attendee and/or course. Moving forward, the University of New Hampshire will work with Plymouth State University to coordinate data collection efforts related to retention of Child Welfare trainees. This will begin with the academic year 2017-2018.

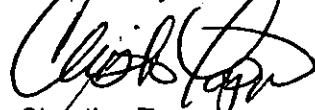
Should the Governor and Executive Council not authorize this request, the Division for Children, Youth and Families staff may not have as many qualified staff to hire and therefore have a negative impact on workforce recruitment and the capacity necessary to engage with clients on assessing their needs for services to better care for their children, which could result in an inability to determine service delivery needs for the children themselves.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Title IV-E Foster Care Program, Catalog of Federal Domestic Assistance (CFDA) # 93.658, Federal Award Identification Number (FAIN) #1801NHFOST; U.S. Department of Health and Human Services, Administration for Children and Families, Title IV-E Adoption Assistance, CFDA #96.659, FAIN #1801NHADPT; U.S. Department of Health and Human Services, Administration for Children and Families, Title IV-B Child Welfare Social Services, CFDA #93.645, FAIN #1801NHCWSS; U.S. Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, CFDA #93.667, FAIN #1801NHSOSR,

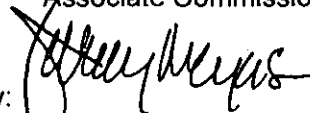
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

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

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for 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 **6/30/20**. 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: UNH Education Tuition Partnership

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

State Project Administrator

Name: Heidi Young, Administrator I
Address: Div. for Children, Youth and Families
Bureau of Organizational Learning &
Quality Improvement
129 Pleasant Street
Concord NH 03301
Phone: 603-271-7212

Campus Project

Administrator Name: Susan Sosa
Address: University of New Hampshire
Office of Sponsored Programs
Durham NH 03824
Phone: 603-862-4848

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

State Project Director

Name: Kimberly Crowe, Administrator III
Address: Div for Children, Youth and Families
129 Pleasant Street
Concord NH 03301
Phone: 603-271-4693

Campus Project Director

Name: Melissa Wells
Address: University of New Hampshire
Durham NH 03824
Phone: 603-862-0076

F. Total State funds in the amount of \$301,652 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 25 % 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 the Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E under CFDA# 93.658; Administration for Children and Families, Adoption Assistance under CFDA #93.659; Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program under CFDA # 93.645; and Administration for Children and Families, Social Services Block Grant under CFDA #93.667. . 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

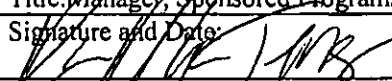
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen not to take possession of equipment purchased under this Project Agreement.

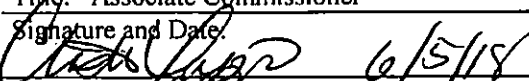
State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed 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 Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  5/18/18

By An Authorized Official of: the New
Hampshire Office of the Attorney General

By An Authorized Official of:
NH Dept of Health and Human Services
Name: Christine Tappan
Title: Associate Commissioner
Signature and Date:  6/5/18

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

Campus Authorized Official 
Date 5/18/18

Name: Megan Yaple
Title: Attorney
Signature and Date: [Signature] 6/11/18

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** UNH Education Tuition Partnership
- B. **Project Period:** July 1, 2018 or date of Governor and Executive Council approval, whichever is later through June 30, 2020. The Department reserves the right to renew the contract for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council.
- C. **Objectives:** To provide an educational tuition partnership that provides educational opportunities for a bachelor and masters level degree program, in the field of social work, to qualified current and future employees of the Division for Children, Youth and Families.
- D. **Scope of Work:** See Exhibit A-1, Scope of Services; Standard Exhibit A-2, Business Associate Agreement; Exhibit A-3, Partnership Agreement for Bachelor's Level Social Work Program; Exhibit A-4, Partnership Agreement for Master's Level Social Work Program; Exhibit A-5, DHHS Information Security Requirements
- E. **Deliverables Schedule:** See Exhibit A-1, Scope of Services; Exhibit A-5 DHHS Information Security Requirements
- F. **Budget and Invoicing Instructions:** See Exhibit B-1, Method and Conditions Precedent to Payment; Exhibit B-2, Budget Worksheet; Exhibit B-3, Budget Worksheet.

Campus Authorized Official [Signature]
Date 5/18/18

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 the Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E under CFDA #93.658; Administration for Children and Families, Adoption Assistance Title IV-E under CFDA #93.659; Administration for Children and Families, Stephanit Tubbs Jones Child Welfare Services Program under CFDA #93.645; and Administration for Children and Families, Social Services Block Grant under CFDA #93.667.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith:
- 1.3. For the purposes of this contract, the Vendor shall be identified as a contractor, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Division for Children, Youth and Families (DCYF) will accept up to five (5) educationally qualified, full-time students per state fiscal year. DCYF reserves the right to reduce the number of participants; and the right to authorize part-time student participation in the partnership.

2. Scope of Work

- 2.1. The Vendor shall award eligible students with tuition assistance, which shall include, but is not limited to:
 - 2.1.1. Selecting eligible students (a maximum of five (5) students per state fiscal year) through a competitive screening process, which includes the following three (3) steps:
 - 2.1.1.1. Collaborative determination of eligibility of candidacy to the UNH Education Tuition Partnership by the Vendor and a DCYF representative using agreed upon criteria (see Section 5, Criteria for Selection and Service Commitment);
 - 2.1.1.2. Final interview with each candidate facilitated collaboratively by a Selection Committee comprised of the Vendor and two (2) DCYF representatives; and,
 - 2.1.1.3. A day-long shadowing experience and written reflection reviewed by the Selection Committee.
 - 2.1.2. Assuring tuition assistance is equitably awarded to students; and,
 - 2.1.3. Allocating funds for tuition and stipend assistance to be available each semester.
- 2.2. The Vendor shall assure the provisions of service, internship and reimbursement are accepted and adhered to by the student prior to awarding any tuition assistance by executing the appropriate agreement in Exhibit A-2, Partnership Agreement for Bachelor's Level Social Work Program or Exhibit A-3, Partnership Agreement for



Master's Level Social Work Program, as appropriate. The Vendor shall:

- 2.2.1. Explain the service commitment requirement (see Section 5.2, Criteria for Service Commitment of Participants) and ensure candidates understanding of repayment should they not follow through with the program;
- 2.2.2. Ensure that students have an additional "check-in" meeting with the selection committee between selection and internship, if the internship will not begin for twelve (12) months or more after the initial acceptance;
- 2.2.3. Terminate, and explain the repayment requirement to any candidate who fails to follow DCYF policies, upon notification from DCYF, of such failure;
- 2.2.4. Forward the original agreement to DCYF, retaining a copy for their records;
- 2.2.5. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within thirty (30) days of any request from DCYF; and
- 2.2.6. Obtain a signed agreement from candidates employed by DCYF regarding service commitment and repayment, if candidate fails to meet the terms of the agreement. The Vendor shall:
 - 2.2.6.1. Explain the service commitment requirement and ensure candidates understanding of repayment should they not follow through with the program requirements;
 - 2.2.6.2. Forward the original agreement to DCYF, retaining a copy for their records; and,
 - 2.2.6.3. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within thirty (30) days of any request from DCYF.
- 2.3. The Vendor shall develop, update and provide materials, including, but not limited to brochures and web-site advertising, as approved by the Department, which promote the UNH Education Tuition Partnership Program. The Vendor shall:
 - 2.3.1. Provide students and their families' written and verbal information regarding the UNH Education Tuition Partnership;
 - 2.3.2. Discuss the UNH Education Tuition Partnership as one of the core opportunities at the Field Instruction Training held each winter.
 - 2.3.3. Hold two (2) annual information meetings for individuals interested in learning more about child welfare job opportunities;
 - 2.3.4. Ensure the UNH Education Tuition Partnership application and brochure are available on-line on the Vendor's website, as well as in hard copy publically displayed in the Department of Social Work on Campus; and
 - 2.3.5. Ensure each DCYF Office and facility receives all updated brochures that describe the UNH Education Tuition Partnership, as approved by the Department.



- 2.4. The Vendor shall accommodate students working full time by making adjustments to their course schedules on an individual basis, as well as offering some evening courses.
- 2.5. The Vendor shall ensure course content is reviewed and updated annually to be consistent with policy and practice improvements made by DCYF, including, but not limited to:
 - 2.5.1. Ensuring the Program Director or his/her designee will participate in the DCYF Professional Development Taskforce at DHHS; and
 - 2.5.2. Ensuring DCYF guest speakers are included in child welfare electives.
- 2.6. The Vendor shall identify and evaluate student participant needs, both as students and prospective or current DCFY employees, which includes, but is not limited to:
 - 2.6.1. Providing recommendations for improvements;
 - 2.6.2. Identifying current program challenges; and,
 - 2.6.3. Addressing barriers to meeting student needs.
- 2.7. The Vendor shall examine Title IV-E program outcomes, which includes, but is not limited to assessing participant's child welfare knowledge upon entry to the program and post-graduation from the program.
- 2.8. The Vendor shall conduct, and results shall be reported to DCYF following each year of internship, a Title IV-E Student Transition Survey, as co-developed with the Department, which includes, but is not limited to:
 - 2.8.1. Ensuring past and present Title IV-E students receive the survey either:
 - 2.8.1.1. In-person;
 - 2.8.1.2. In a group setting; or
 - 2.8.1.3. Through use of a web based survey.
 - 2.8.2. Collect survey results;
 - 2.8.3. Analyze survey results; and
 - 2.8.4. Provide survey results and summary analysis of the UNH Education Tuition Partnership to the Department.
- 2.9. The Vendor shall collaborate with the DCYF Bureau of Organizational Learning and Quality Improvement (BOLQI), to determine desired outcomes and identify appropriate measurement tools.
- 2.10. The Vendor shall provide or collaborate on at least one (1) form of research or evaluation annually related to child welfare that can inform and/or impact continuous quality improvement activities in DCYF.
- 2.11. The Vendor shall invite the DCYF Training Administrator as a member of the Vendor's Advisory Board and review of curriculum in child welfare to match current State of New Hampshire practices.



3. Staffing

- 3.1. The Vendor shall provide staffing that includes, but is not limited to:
 - 3.1.1. Project Director, with a minimum of a Master's level degree in Social Work;
and

4. Information Security and Privacy

- 4.1. The Vendor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Vendor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 4.2. The Vendor shall maintain and secure all curriculum and/or training materials in a confidential area. This includes, but is not limited to:
 - 4.2.1. Any and all case scenarios,
 - 4.2.2. Photographs;
 - 4.2.3. Case information;
 - 4.2.4. Training data; and
 - 4.2.5. Training records of attendees through this contract.
- 4.3. The Vendor shall ensure that in the performance of services involving the collection, transmission, storage, or disposition of data obtained or created on behalf of DHHS, shall be subject to the requirements stated in Exhibit A-4.
- 4.4. The Vendor shall ensure that in the performance of any services, all staff members shall have training in confidentiality and information security relating to the information, files and data that is involved in the performance of the contract.

5. Criteria for Selection and Service Commitment

- 5.1. The Vendor shall utilize Criteria for Selection/Acceptance into the UNH-DSW, which includes but is not limited to:
 - 5.1.1. Individual must be enrolled in BSSW/MSW Program (Sample Schedule and Course Descriptions located on Campus website);
 - 5.1.2. Student must be at minimum of Junior status;
 - 5.1.3. Student must provide documented proof of acceptance into the BSSW/MSW Program;
 - 5.1.4. Candidate must be in good standing with the UNH-DSW.
 - 5.1.5. A timely submitted written application including a 3-4 page essay detailing the following:
 - 5.1.5.1. Personal information, background, education, and experience relating to social work and child welfare;
 - 5.1.5.2. How a BSSW or MSW would improve the quality of the candidate's



Exhibit A-1

- capacity for working in the field of child welfare;
- 5.1.5.3. Feedback on the realistic job previews for the Child Protective Service Worker and the Youth Counselor;
 - 5.1.5.4. Description of the candidate's current child welfare job, if applicable, including caseloads and responsibilities;
 - 5.1.5.5. Description of how the candidate sees themselves working for DCYF post-graduation and how that fits into their career goals; and
 - 5.1.5.6. Description of all relevant volunteer activities.
- 5.1.6. Three (3) letters of recommendation. Each letter shall include, at a minimum:
- 5.1.6.1. In what capacity that person has worked with the candidate;
 - 5.1.6.2. How long they have known the candidate;
 - 5.1.6.3. Why they are recommending the candidate for the UNH-ETP; and
 - 5.1.6.4. If the candidate is currently an employee of DCYF, one (1) of the letters of recommendation must be submitted by his or her immediate supervisor and detail the following:
 - 5.1.6.4.1. How the supervisor thinks a BSSW/MSW will improve the quality of the candidate's work;
 - 5.1.6.4.2. Commitment to and outline of how the supervisor will adjust the candidate's job responsibilities (i.e. flex time);
 - 5.1.6.4.3. Evaluation of the candidate's job performance, strengths and areas needing improvement; and
 - 5.1.6.4.4. What qualities the applicant possesses that would make him/her deserving of acceptance into the program.
- 5.1.7. If the candidate is not a current employee of DCYF, to ensure that he or she is potentially eligible for future employment with DCYF and therefore potentially able to fulfill the UNH-ETP service commitment, the candidate must submit to and successfully pass a criminal background, Bureau of Elderly and Adult Services check and DCYF Central Registry check, at the time of application and at the start of their internship, if over twelve (12) months since initial check.
- 5.1.8. Once the UNH-DSW has determined the set of eligible candidates, the UNH-ETP Program Director will coordinate a schedule for candidate interviews with the Selection Committee.
- 5.1.9. Each candidate shall complete an interview that is conducted with at least three (3) members of the Selection Committee. Suggested interview questions include:
- 5.1.9.1. Why do you want to be a part of DCYF?
 - 5.1.9.2. Could you summarize your reaction to the DCYF Realistic Job Previews for both Child Protective Service Workers and Youth Counselors?
 - 5.1.9.3. What do you feel are your strengths and areas needing



improvement?

- 5.1.9.4. Why do you think you should be chosen for this program?
- 5.1.9.5. How will you balance your school and work responsibilities?
- 5.1.9.6. How supportive do you feel your co-workers and supervisor will be of your decision to further your education?
- 5.1.9.7. Where do you see yourself in five (5) years?
- 5.1.10. The Selection committee shall determine whether non-employee candidates will be referred for a one-day job shadowing in a DCYF office.
 - 5.1.10.1. The UNH Project Coordinator will arrange a shadowing date with DCYF if needed; and
 - 5.1.10.2. Upon completion of the shadowing experience, candidates will submit a one-page written reflection of their experience to the committee for consideration in the selection process.

Objectivity: No candidates will be offered a place in the UNH-ETP program until all components of the selection process have been completed, including the job shadowing and written reflection.

- 5.1.11. The Selection Committee shall make the final selection of UNH-ETP participants from the pool of candidates they have determined eligible for the UNH-ETP program. Final candidate selection will be based on a point system. The written components of the application and the interview will be weighted as follows:

Personal Statement	4 points
Letters of reference	4 points
GPA	4 points
Work Experience (SW related)	4 points
Interview	8 points
Shadowing experience and Written reflection	<u>8 points</u>
	32 points

5.2. Criteria for Service Commitment of Participants

- 5.2.1. The Vendor shall utilize Criteria for Service Commitment of Participants for participants in the UNH-DSW, which includes, but is not limited to:
- 5.2.2. Participants shall have a service commitment to the Division for Children, Youth and Families of two (2) years of full-time employment for each academic year (two (2) semesters) of education provided through the UNH-ETP;
- 5.2.3. Part-time students will have a modified commitment period of one (1) year of full-time DCYF employment for each academic year (two (2) semesters) of education provided;
- 5.2.4. This service commitment cannot begin to be met until the participant has successfully completed the UNH-ETP and received their BSSW/MSW from



the Campus;

- 5.2.4.1. DCYF reserves the right to allow the service commitment to be met through employment in its parent agency, the New Hampshire Department of Health and Human Services. Exercise of this right may be made on an individual participant basis and only upon approval of the DCYF Director.
- 5.2.5. All participants are required to possess and maintain a valid driver's license, reliable transportation, liability insurance and for them to successfully pass another criminal records, DCYF Central Registry check and a BEAS check prior to beginning the participant's practicum experience. These requirements shall be met, and remain in full force, for a period no less than three (3) months after completing the UNH-ETP.
- 5.2.6. If said participant, due to unforeseen circumstances (illness of self or immediate family member), must break off or take leave of absence from their education, a letter of explanation must be sent, by the participant, to the UNH-ETP Program Director.
 - 5.2.6.1. The letter should include date of anticipated return, if any;
 - 5.2.6.2. The UNH-ETP Program Director will make a recommendation for acceptance to the DCYF Director or his/her Designee; and
 - 5.2.6.3. If the participant does not return, he/she will be required to refund the entire amount of tuition, stipends, and including an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.
- 5.2.7. If said participant does not accept employment with DCYF or, with approval, its parent agency DHHS, or voluntarily leaves employment prior to fulfilling the service commitment referenced above, or fails to complete all of the required coursework (achieving at least the grade of "C" in foundation courses and formally applying for the "Option in Child and Family Services"), he/she will be required to refund the entire amount of tuition, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.
 - 5.2.7.1. No refund will be required if there is not a job vacancy within three (3) months of the participant's completion of the UNH-ETP and receipt of their BSSW/MSW, or if DCYF does not hire the participant within three (3) months, or approve employment elsewhere in DHHS as a means to fulfill the service commitment.
- 5.3. The Vendor shall utilize the following criteria for Determination of Tuition and/or Stipend Support Level:
 - 5.3.1. The tuition amount shall be limited to the tuition levels for the Campus's BSSW/MSW program:
 - 5.3.1.1. Stipends shall be made available to participants that are in full-time student status only;
 - 5.3.1.2. Stipend may be used to purchase books, materials and other necessities required to complete the program;



- 5.3.1.3. Participants' travel costs associated with traveling to and from classrooms and/or practicum are not supported through this agreement; and
- 5.3.1.4. Full-time BSSW students shall be awarded a \$1,250 stipend per semester, not to exceed \$2,500 per academic year, for the two (2) year program.
- 5.3.2. Participants' travel costs associated with traveling to and from classrooms and/or practicum shall be supported directly by DCYF, only if the location is distanced from the Campus.
 - 5.3.2.1. Such costs shall be reimbursed to participants through the same process utilized by DCYF employees;
 - 5.3.2.2. It shall be a participant's responsibility to seek such reimbursement and to comply with the same requirements for timely filing of requests as DCYF employees; and
 - 5.3.2.3. Participants who do not comply with such requirements shall not be entitled to the requested travel reimbursement.
- 5.4. The Vendor shall ensure participants adhere to the following requirements:
 - 5.4.1. Participants shall complete all required coursework for a BSSW/MSW, as outlined by the Campus's Department of Social Work and attend all DCYF pre-service trainings offered during their participation in the program, unless previously attended.
 - 5.4.2. BSSW participants shall select at least one child welfare elective.
 - 5.4.2.1. One (1) child welfare elective course:
 - a. Child and Adolescent Risk and Resiliency – Course number SW 705; or
 - b. Another course from the child welfare certificate program required courses may be substituted, with permission.
 - 5.4.2.2. One (1) elective course in the area of diversity, as listed by the Department of Social Work; and
 - 5.4.2.3. One Social Work Field Practicum completed at DCYF.
 - 5.4.3. MSW participants shall select at least one child welfare elective.
 - 5.4.3.1. One (1) child welfare elective course:
 - a. Child and Adolescent Risk and Resiliency: Program, Policy and Practice – Course number SW 805; or
 - b. Another course from the child welfare certificate program required courses may be substituted, with permission.
 - 5.4.3.2. One (1) course in the area of diversity, as listed by the Department of Social Work; and
 - 5.4.3.3. One Social Work Field Practicum completed at DCYF.
 - 5.4.4. Participants shall seek a waiver from the DCYF Training Administrator or



Designee and/or the UNH-ETP Program Director when unable to attend DCYF pre-services trainings;

- 5.4.5. All participants must remain in good standing with the Campus's Department of Social Work and with DCYF throughout the completion of the UNH-ETP or he/she will be required to refund the entire amount of tuition, stipends and an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.

6. Reporting

- 6.1. The Vendor shall submit an evaluation report, to the Bureau Administrator and Training Administrator of the BOLQI, within ninety (90) days after the end of each state fiscal year that shall incorporate both process and outcome measures. The report will include, but not be limited to:
- 6.1.1. Feedback from those involved with the program, including data and feedback regarding post-graduate retention in Division employment. This data will be obtained by surveying:
- 6.1.1.1. UNH ETP participants;
 - 6.1.1.2. UNH ETP Project Coordinator;
 - 6.1.1.3. DCYF student interns; and,
 - 6.1.1.4. DCYF program staff.
- 6.2. The Vendor shall provide an annual report of recommendations and an outline of the steps taken for improvement of the program, including, but not limited to identifying program challenges with strategies for improvement.
- 6.3. The Vendor shall provide an annual report to the Department that includes a synopsis of the survey results identified in Section 2, Scope of Work, Sub-section 2.8. concerning Title IV-E students.

7. Deliverables

- 7.1. The Vendor shall submit an evaluation report to the Bureau Administrator and Training Administer of BOLQI within ninety (90) days after the end of each state fiscal year that shall incorporate both process and outcome measures;
- 7.2. The Vendor shall ensure course content is reviewed and updated annually to be consistent with policy and practice improvements made by DCYF and provide results to the Department;
- 7.3. The Vendor shall provide Title IV-E Student Transition Survey results and summary analysis to the Department annually;
- 7.4. The Vendor shall collaborate with DCYF BOLQI to determine desired outcomes and identify appropriate measurement tools annually;
- 7.5. The Vendor shall provide annual recommendations and an outline of the steps taken for improvement of the program to the Department;
- 7.6. The Vendor shall identify program challenges with strategies for improvement to the Department annually;
- 7.7. The Vendor shall provide or collaborate on at least one (1) form of research or



-
- evaluation, annually, related to child welfare that can inform and/or impact continuous quality improvement activities in DCYF;
- 7.8. The Vendor shall provide survey results annually from participants, UNH Education Tuition Partnership (ETP) Director, DCYF student intern Supervisors, and DCYF Program staff, which shall include, but not be limited to:
- 7.8.1. The names of the participants, their grades, and courses taken; and
 - 7.8.2. An assessment of participant's knowledge regarding child welfare (including their knowledge of NH's system) upon entering the program and after graduation.

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

_____, Recipient/Student

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

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

I. The Agency Agrees to:

- A. Pay the University of New Hampshire (UNH) the tuition for said Recipient/Student who is currently enrolled in the Bachelor's Level Social Work Program at UNH, and has enough credits to be a senior.
- B. Contract with the University of New Hampshire (UNH) to pay all mandatory fees (i.e. registration costs) imposed on students by UNH.
- C. Contract with the University of New Hampshire (UNH) to pay a minimal stipend to the Recipient/Student if the Recipient/Student is a full-time student. This stipend may be used to purchase books, materials, and other necessities required to complete the program.
- D. Coordinate, assist and/or arrange practica for the Recipient/Student within a child welfare related agency.
- E. If the Recipient/Student is currently employed by the Agency, allow said Recipient/Student to work a "flex time" schedule that will allow attendance to classes and practica as required if during normal work hours of the Agency (8:00 AM-4:30 PM). The alternative work schedule associated with this flextime provision must total at least 37.5 scheduled work hours per week.
- F. This agreement shall not support other costs associated with the completion of the program including travel costs to and from classrooms and/or practica.
- G. Notify the Recipient/Student of employment opportunities within the Agency that are deemed appropriate and for which the Recipient/Student meets the minimum job qualifications as required by the NH Division of Personnel.

II. The Recipient/Student Agrees to:

- A. Participate in and fulfill all requirements of the Bachelor's Level Social Work program and curriculum prescribed by the UNH Department of Social Work, subject to approval by the School's faculty advisor.
- B. Participate in and fulfill all requirements of the required courses as outlined for the Child Welfare Program within the Department of social work.
- C. Reimburse the Agency, within 30 days from such occurrence, for the amount of tuition paid for these courses, as well as all mandatory fees and stipends paid and an additional administrative fee of 10% of the total cost expended by the Agency on the Recipient/Student's behalf, if said Recipient/Student does any of the following:
 - a. Fails to complete the course(s);
 - b. Receives a grade of C or less in the course(s), or a C+ for a Masters Level degree;
 - c. Does not accept employment with the Agency, if and when offered by the Agency, and does not complete a service time commitment to the Agency of two years of full-time employment for each educational year of tuition and/or stipend assistance paid by the Agency on the Recipient/Student's behalf;
 - (1) Service time commitment begins being served upon the Recipient/Student's first day of employment at the Agency.
 - (2) Acceptance of Agency offers of employment include offers in any of its district offices throughout the state when a vacancy is available.
 - (a) The Recipient/Student is responsible for maintaining contact with the Agency for the purpose of exploring employment opportunities with the Agency. Failure to maintain such contact shall constitute a failure to accept employment with the Agency.
 - (b) If the Agency does not have a vacancy available or does not attempt to make an offer of employment within two (2) months of the Recipient/Student's completion of the Program, Section II, C.c shall be waived by the Agency.
 - d. As a current employee of the Agency, does not fulfill the service time commitment stated in Section II, C. above.
 - (1) For current employees of the Agency, service time commitment begins being served upon the Recipient/Student's next regular day of employment following the Recipient/Student's completion of the coursework referenced in Section II, B above.
- D. Prior to participating in the program practicum, the Recipient/Student will adhere to, submit to, and sign in agreement:
 - a. That they possess a valid driver's license, have reliable transportation and liability insurance;
 - b. A criminal records check;
 - c. The DCYF Ethics Policy; and
 - d. The DCYF Confidentiality Policy.
- E. Maintain a valid driver's license, have reliable transportation and liability insurance, and successfully pass a criminal records check, upon completion of the program and for six months thereafter, to ensure the Recipient/Student's ability to accept an Agency offer of employment (see Section II, C.c above).
- F. The Recipient/Student hereby waives the right to raise any setoff or counterclaim against the Agency in any action brought by the Agency to collect any amount of money due to the Agency under this Agreement.

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

III. UNH Agrees to:

- A. Fully explain this Bachelor's Level Social Work Program Agreement to the Recipient/Student prior to the Recipient/Student's signing of the agreement and affirm their understanding of it, as documented by initialing the following statements:
- a. UNH Chair of the Department of Social Work/Designee: I have explained this agreement to the Recipient/Student prior to their signing it: _____
 - b. Recipient/Student: I understand the agreement and my obligation to the Agency if I sign this agreement: _____
- B. UNH shall properly secure this agreement as follows:
- a. Ensure that the Recipient/Student signs the agreement in the presence of a valid Notary Public/Justice of the Peace (see below);
 - b. Provide this original signed agreement to the Agency within 30 days of its signing;
 - c. Provide a copy of the signed agreement to the Recipient/Student within 30 days of its signing;
 - d. Retain a copy of the signed agreement in the Program's UNH files for four years after the expiration of the UNH/Agency agreement that sponsors this Recipient/Student's coursework;
 - e. Retain a copy of the signed agreement in the Recipient/Student's UNH Student File until such time that the Recipient/Student has completed their obligations under this agreement.

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

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

State of New Hampshire, County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____,

(Recipient/Student)

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

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

Notary Public/Justice of the Peace

Exhibit A-4
Master's Level Social Work Program Agreement
Child Welfare Educational Tuition Partnership
NH DHHS Division for Children, Youth and Families
UNH Department of Social Work
and

_____, Recipient/Student

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

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

I. The Agency agrees to:

- A. Pay the University of New Hampshire (UNH) the tuition for said Recipient/Student who is currently enrolled in the Master's Level Social Work Program at UNH.
- B. Contract with the University of New Hampshire (UNH) to pay all mandatory fees (i.e. registration costs) imposed on students by UNH.
- C. Contract with the University of New Hampshire (UNH) to pay a minimal stipend to the Recipient/Student if the Recipient/Student is a full-time student. This stipend may be used to purchase books, materials, and other necessities required to complete the program.
- D. Coordinate, assist and/or arrange practica for the Recipient/Student within a child welfare related agency.
- E. If the Recipient/Student is currently employed by the Agency, allow said Recipient/Student to work a "flex time" schedule that will allow attendance to classes and practica as required if during normal work hours of the Agency (8:00 AM-4:30 PM). The alternative work schedule associated with this flex time provision must total at least 37.5 scheduled work hours per week.
- F. This agreement shall not support other costs associated with the completion of the program including travel costs to and from classrooms and/or practica.
- G. Notify the Recipient/Student of employment opportunities within the Agency that are deemed appropriate and for which the Recipient/Student meets the minimum job qualifications as required by the NH Division of Personnel.

II. The Recipient/Student Agrees to:

- A. Participate in and fulfill all requirements of the Master's Level Social Work program and curriculum prescribed by the UNH Department of Social Work, subject to approval by the School's faculty advisor.
- B. Participate in and fulfill all requirements of the required courses as outlined for the Child Welfare Program within the Department of Social Work.
- C. Reimburse the Agency, within 30 days from such occurrence, for the amount of tuition paid for these courses, as well as all mandatory fees and stipends paid and an additional administrative fee of 10% of the total cost expended by the Agency on the Recipient/Student's behalf, if said Recipient/Student does any of the following:
 - a. Fails to complete the course(s);
 - b. Receives a grade of C or less in the course(s), or a C+ for a Masters Level degree;
 - c. Does not accept employment with the Agency, if and when offered by the Agency, and does not complete a service time commitment to the Agency of two years of full-time employment for each educational year of tuition and/or stipend assistance paid by the Agency on the Recipient/Student's behalf;
 - (1) Service time commitment begins being served upon the Recipient/Student's first day of employment at the Agency.
 - (2) Acceptance of Agency offers of employment include offers in any of its district offices throughout the state when a vacancy is available.
 - (a) The Recipient/Student is responsible for maintaining contact with the Agency for the purpose of exploring employment opportunities with the Agency. Failure to maintain such contact shall constitute a failure to accept employment with the Agency.
 - (b) If the Agency does not have a vacancy available or does not attempt to make an offer of employment within two (2) months of the Recipient/Student's completion of the Program, Section II, C.c shall be waived by the Agency.
 - d. As a current employee of the Agency, does not fulfill the service time commitment stated in Section II, C.c above.
 - (1) For current employees of the Agency, service time commitment begins being served upon the Recipient/Student's next regular day of employment following the Recipient/Student's completion of the coursework referenced in Section II, B above.
- D. Prior to program practicum to adhere to, submit to, and to sign in agreement:
 - a. That they possess a valid driver's license, have reliable transportation and liability insurance;
 - b. A criminal records check;
 - c. The DCYF Ethics Policy; and
 - d. The DCYF Confidentiality Policy.

- E. Maintain a valid driver's license, have reliable transportation and liability insurance, and successfully pass a criminal records check, upon completion of the program and for six months thereafter, to ensure the Recipient/Student's ability to accept an Agency offer of employment (see Section II, C.c above).
- F. The Recipient/Student hereby waives the right to raise any setoff or counterclaim against the Agency in any action brought by the Agency to collect any amount of money due to the Agency under this Agreement.
- G. In the event that the Recipient/Student is in breach of this Agreement and the Agency is successful in prosecuting a claim for reimbursement under this Agreement, the Recipient/Student agrees to compensate the Agency for the costs and expenses incurred in connection with the prosecution, including a reasonable amount in attorney's fees.

III. UNH Agrees to:

- A. Fully explain this Master's Level Social Work Program Agreement to the Recipient/Student prior to the Recipient/Student's signing of the agreement and affirm their understanding of it, as documented by initialing the following statements:
 - a. UNH Chair of the Department or Social Work/Designee: I have explained this agreement to the Recipient/Student prior to their signing it: _____
 - b. Recipient/Student: I understand the agreement and my obligation to the Agency if I sign this agreement: _____
- B. UNH shall properly secure this agreement as follows:
 - a. Ensure that the Recipient/Student signs the agreement in the presence of a valid Notary Public/Justice of the Peace (see below);
 - b. Provide this original signed agreement to the Agency within 30 days of its signing;
 - c. Provide a copy of the signed agreement to the Recipient/Student within 30 days of its signing;
 - d. Retain a copy of the signed agreement in the Program's UNH files for four years after the expiration of the UNH/Agency agreement that sponsors this Recipient/Student's coursework;
 - e. Retain a copy of the signed agreement in the Recipient/Student's UNH Student File until such time that the Recipient/Student has completed their obligations under this agreement.

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

Recipient/Student

Date

AGENCY: DCYF Director or Designee

Date

UNH: Chair of the Dept. of Social Work or
Designee

Date

State of New Hampshire, County of _____

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

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

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

Notary Public/Justice of the Peace

Updated 09/10/2010

New Hampshire Department of Health and Human Services

Exhibit A-5

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

KCS

5/18/18



Exhibit B-1

Method and Conditions Precedent to Payment

1. The Vendor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Vendor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
 - 2.1. 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.
 - 2.2. The Vendor will submit detailed invoices to the State on regular Campus invoice forms, no more frequently than monthly and no less frequently than quarterly, which identifies and requests reimbursement for authorized detailed expenses incurred in the prior month and in accordance to Exhibits B-2 Budget Worksheet and B-3 Budget Worksheet. Invoices will show current and cumulative expenses by major cost categories.
 - 2.3. The Vendor will provide a report of the SFY expenses in accordance with the budget categories in Exhibit B-2 Budget Worksheet and Exhibit B-3 Budget Worksheet by July 30th of each year.
 - 2.4. The State shall make payment to the Vendor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Vendor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.5. The final invoice shall be due to the State no later than forty-five (45) days after the contract end date.
 - 2.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

Department of Health and Human Services
Financial Administrator
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
 - 2.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Scope of Services and in this Exhibit B-1, Method and Conditions Precedent to Payment.

KJ

5/18/18

Exhibit B-2
Budget Form

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

Budget/Program Name: University of New Hampshire

Budget Request for: 88-0019-DCYF 43-UNHED - Education Public Partnership
(Sum of RFP)

Budget Period: SFY 2019 (7/1/2018 - 6/30/19)

Line Item	Total Program Cost			Contractor Share / Match			Funded by (Direct contract share)		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	48,313.00	-	48,313.00	19,426.00	-	19,426.00	28,887.00	-	28,887.00
2. Contract Benefits	18,377.00	-	18,377.00	7,414.00	-	7,414.00	10,963.00	-	10,963.00
3. Commodity	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-
6. Travel and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchase/Construction	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-
9. Printing	-	-	-	-	-	-	-	-	-
10. Postage	-	-	-	-	-	-	-	-	-
11. Telephone	-	-	-	-	-	-	-	-	-
12. Pharmacy	-	-	-	-	-	-	-	-	-
13. Medical	-	-	-	-	-	-	-	-	-
14. Other	-	-	-	-	-	-	-	-	-
15. Travel	-	-	-	-	-	-	-	-	-
16. Computer	-	-	-	-	-	-	-	-	-
17. Current Expenses	-	-	-	-	-	-	-	-	-
18. Utilities	-	-	-	-	-	-	-	-	-
19. Printing	-	-	-	-	-	-	-	-	-
20. Publications	-	-	-	-	-	-	-	-	-
21. Audit and Legal	-	-	-	-	-	-	-	-	-
22. Insurance	-	-	-	-	-	-	-	-	-
23. Bond Expenses	-	-	-	-	-	-	-	-	-
24. Refinery	-	-	-	-	-	-	-	-	-
25. Marketing/Communications	-	-	-	-	-	-	-	-	-
26. Staff Education and Training	-	-	-	-	-	-	-	-	-
27. Reimbursements	-	-	-	-	-	-	-	-	-
28. Other Special Grants/mandate	86,147.00	-	86,147.00	-	-	-	86,147.00	-	86,147.00
29. Other and misc. from RFP	12,800.00	-	12,800.00	-	-	-	12,800.00	-	12,800.00
30. 2000 Special S. 8 (revenue from FAA)	-	-	-	-	-	-	-	-	-
31. 2% of MTOC	-	22,134.00	22,134.00	-	6,729.00	6,729.00	-	12,405.00	12,405.00
TOTAL	165,517.00	22,134.00	187,651.00	27,844.00	6,729.00	34,573.00	151,078.00	22,411.00	173,489.00

Indirect As A Percent of Direct 13.5%

Vendor Initials: *KD*
Date: *5/18/18*

Exhibit B-3
Budget Form

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

Model/Program Name: University of New Hampshire

Budget Request for: 18-2915-OCYF-82-UNHED - Education Tuition Partnership
(Name of RFP)

Budget Period: FTY 2020 (10/01/19 - 09/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Obligations	41,746.00	-	41,746.00	21,807.00	-	21,807.00	20,739.00	-	20,739.00
2. Employee Benefits	17,182.00	-	17,182.00	8,463.00	-	8,463.00	8,676.00	-	8,676.00
3. Contractual	-	-	-	-	-	-	-	-	-
4. Contractual	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-
6. Report and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchase/Depreciation	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-
9. Charitable	-	-	-	-	-	-	-	-	-
10. Mail	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-
13. Office	-	-	-	-	-	-	-	-	-
14. Travel	-	-	-	-	-	-	-	-	-
15. Occupancy	-	-	-	-	-	-	-	-	-
16. Current Expenses	-	-	-	-	-	-	-	-	-
17. Telephone	-	-	-	-	-	-	-	-	-
18. Printing	-	-	-	-	-	-	-	-	-
19. Information	-	-	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-	-	-
23. Salaries	-	-	-	-	-	-	-	-	-
24. Materials/Commodities/Supplies	-	-	-	-	-	-	-	-	-
25. Staff (salaries and benefits)	-	-	-	-	-	-	-	-	-
26. Indirect/contractual/contract	-	-	-	-	-	-	-	-	-
27. Other (specify details mandatory)	-	-	-	-	-	-	20,739.00	-	20,739.00
(2) Student tuition and mandatory fees & for 5% of revenue & 8 (revenue from F&A)	65,294.00	-	65,294.00	-	-	-	17,600.00	-	17,600.00
28.5% of MITDC	12,650.00	-	12,650.00	-	-	-	-	-	-
TOTAL	140,642.00	21,198.00	161,840.00	30,270.00	10,051.00	40,321.00	114,178.00	15,178.00	129,356.00

Indirect As A Percent of Direct 11.2%

Number of Sites: 105
Date: 5/18/18