



Lori A. Shibinette Commissioner

Joseph E. Ribsam, Jr. Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION FOR CHILDREN, YOUTH & FAMILIES

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

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 (DCYF), to amend an existing cooperative project agreement with Granite State College (VC#177491), Concord, NH to develop, update and maintain learning curricula based on agency practice and policy for the professional development and learning needs of DCYF staff and other DCYF identified partners, and for the provision of an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and DCYF staff, by increasing the price limitation by \$2,638,764 from \$4,892,523 to \$7,531,287 and by extending the completion date from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. 94.2% Federal Funds. 5.8% General Funds.

The original contract was approved by Governor and Council on February 7, 2018, item #11 and most recently amended with Governor and Council approval on June 20, 2018, item #43.

Funds are available in the following accounts for State Fiscal Year 2021 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.

## 05-095-42-421010-29600000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, TEEN INDEPENDENT LIVING

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	066-500543	Continuing Prof. Education	42106036	\$575,306	\$0	\$575,306
2019	066-500543	Continuing Prof. Education	42106036	\$1,142,656	\$0	\$1,142,656
2020	102-500734	Continuing Prof. Education	42106036	\$1,111,298	\$0	\$1,111,298
2021	066-500543	Continuing Prof. Education	42106011	\$0	\$1,570,464	\$1,570,464
		·	Subtotal	\$2,829,260	\$1,570,464	\$4,399,724

# 05-095-42-421010-29600000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, ORGANIATIONAL LEARNING & QUALITY IMPROVEMENT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	067-500557	Training of Providers	42106011	\$917,000	\$0	\$917,000
2020	067-500557	Training of Providers	42106011	\$1,016,263	\$0	\$1,016,263
2021	067-500557	Training of Providers	42106011	\$0	\$1,016,300	\$1,016,300
			Subtotal	\$1,933,263	\$1,016,300	\$2,949,563

## 05-095-42-421010-29700000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, TEEN INDEPENDENT LIVING

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget	
2018	102-500734	Contracts for Program Svs	42106036	\$26,000	\$0	\$26,000	
2019	102-500734	Contracts for Program Svs	42106036	\$52,000	\$0	\$52,000	
2020	102-500734	Contracts for Program Svs	42106036	\$52,000	\$0	\$52,000	
2021	102-500734	Contracts for Program Svs	42107003	\$0	\$52,000	\$52,000	
··			Subtotal	\$130,000	\$52,000	\$182,000	
			Total	\$4,892,523	\$2,638,764	\$7,531,287	

#### **EXPLANATION**

The purpose of this request is to continue providing education and learning opportunities to the DCYF staff, including child protection, juvenile justice, resource families, residential care providers, and certain post-adoptive families who specifically work with children and families served by the DCYF.

Approximately 3,000 individuals are anticipated to be served from July 1, 2020 to June 30, 2021.

The State of New Hampshire, Department of Health and Human Services, DCYF is mandated by State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV-E, to deliver pre-service and ongoing educational and training opportunities to DCYF staff specific to children and families served by the Division. The trainings offered also allows the Department to meet the federal requirement of providing pre-service and on-going education and training

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

opportunities to resource families, residential care providers, DCYF staff and some post-adoptive families that are specific to working with children and families served by the DCYF.

The partnership operates collaboratively with the DCYF, its Bureau of Organizational Learning and Quality Improvement, and learning partners, statewide. This collaboration supports a dynamic approach to ensure resource families, providers and staff, receive high quality training that responds to the unique and changing needs of children, youth and families served by the DCYF in line with the agency's Practice Model.

The partnership includes education and training instruction on topics that include, but are not limited to:

- · Safety assessment and safety planning.
- Care for children in out-of-home placement.
  - Family engagement strategies that strengthen families, such as shared parenting
  - Child development.
  - Trauma informed supports to children and their families.

In addition, training and instruction services will include designing, developing, coordinating, administering and leading the professional development and learning program with curricula based on industry best practice. Curricula will be designed and routinely updated in conjunction with agency policy for the DCYF staff, in collaboration with the DCYF, and in accordance with federal and state requirements and agency practice priorities.

Assessment of the professional development and learning needs of the DCYF staff and partners, as well as evaluation of knowledge and skill development, will be identified through regularly scheduled meetings. Evaluations will include participation by various workgroups and quality assurance activities, as well as regular visits to Department offices, statewide, and evaluation of the training system components. Qualified instructors/facilitators who have content area expertise and experience will deliver both classroom learning and group-individual coaching on curriculum content.

To assist resource families, staff, and providers in meeting annual training requirements, the education and training opportunities are available statewide at times and locations that are convenient to the target population.

The Department will measure performance utilizing the following tools and information:

- Registration and attendance for all learning sessions and for all staff will be input and tracked in the Statewide Automated Child Welfare Information System (SACWIS).
- During State Fiscal Year 2021, an evaluation workgroup will enhance continuous quality improvement activities to include feedback from class participants and instructors alike.
- Classroom and online observations will be utilized to monitor instructor performance, as well as the overall experience of course participants.

As referenced in Exhibit C-1, Revisions to General Provisions, Section 3., 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 one (1) of the three and a half (3.5) years available.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4'of 4

Should the Governor and Council not authorize this request, DCYF would be unable to ensure that the training needs and requirements of the DCYF staff be met, most importantly newly hired Child Protective Services staff would be unable to carry a full workload, per agency policy. Furthermore, the training needs of DCYF's partner agencies as well as foster and adoptive parents will not be met. Finally, the Department would not be compliant with State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV-E, to deliver pre-service and ongoing educational and training opportunities to DCYF staff specific to children and families served by the Division.

Area served: Statewide

Source of Funds: General Funds, CFDA #93.658, FAIN #2019NHFOST; CFDA #93.659, FAIN #2019NHADPT; CFDA #93.674, FAIN #2019NHCILP; CFDA #93.645, FAIN #1901NHCWSS; CFDA #93.667, FAIN #1901NHSOSR

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

Respectfully submitted,

Lori A. Shibinette Commissioner

### AMENDMENT #2 to COOPERATIVE PROJECT AGREEMENT

between the

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

#### Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 2/7/18, item # 11, for the Project titled "Center for Professional Excellence in Child Welfare & Education and Training," Campus Project Director, Lisa Shawney, 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, Project Period end date, revise the project title, and provide additional funding from the State.

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 June 30, 2020 with the revised Project End Date of June 30, 2021, and Exhibit A, article B is revised to replace the Project Period of January 1, 2018 June 30, 2020 with January 1, 2018 June 30, 2021.
- 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, 603-271-4693 and/or the Campus Project Administrator to n/a.
- Article E. is amended to change the State Project Director to Todd Crumb, Administrator I, Division for Children, Youth and Families, Bureau of Organizational Learning and Quality Improvement, 129 Pleasant Street, Concord, NH, 03301, 603-271-7212 and/or the Campus Project Director to June Cairns, Acting Program Director, 25 Hall Street, Concord, NH, 03301, 603-513-1335.
- Article F. is amended to add funds in the amount of \$2,638,764 and will read:

Total State funds in the amount of \$7,531,287 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. Title IV-E Foster Care Program Grant, Title IV-E Adoption Assistance Program, Title IV-B Child Welfare Social Service Grant, Chafee Foster Care Independence Program, and Social Service Block Grant from US Department of Health and Human Services, Administration for Children and Families under CFDA# 93.658. 93.659, 93.674, 93.645, and 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 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 #2 to the Cooperative Project Agreement.

By An Authorized Official of: By An Authorized Official of: Granite State College Department of Health and Human Services Name: Lisa Shawney Joseph E. Ribsam, Jr. Name: DCYF Director Title: Vice President for Finance and Administration Title: Signature and Date: 8/4/2020 Signature and Date: 6/4/2020

# By An Authorized Official of: the New Hampshire Office of the Attorney General Name: Christen Lavers Name: Title: Assistant Attorney General Title:

Signature and Date: /a/( hristen Lavers

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

#### **EXHIBIT A**

- A. Project Title: "Center for Professional Excellence in Child Welfare & Education and Training" is amended to "Granite State College Child Welfare Education Partnership".
- B. Project Period: Is amended to end June 30, 2021.
- C. Objectives: Extend the Project Agreement and Project Period end date, revise the project title, and provide additional funding from the State.
- D. Scope of Work: N/A
- E. Deliverables Schedule: N/A
- F. Budget and Invoicing Instructions:
- 1. Revise Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, Section 1, to read:
  - 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A-1, Additional Scope of Services.
  - 1.1. This contract is funded with funds from the US Department of Health and Human Services, Administration for Children and Families under:
  - 1.1.1. Title IV-E Foster Care and Adoption Program, Catalog of Federal Domestic Assistance (CFDA) #93.658 and 93.659, Federal Award Identification Numbers (FAIN), 2001NHFOST and 2001NHADPT;
    - 1.1.2. Chafee Foster Care Independent Program, CFDA #93.674, FAIN #2001NHCILP;
    - 1.1.3. Title IV-B, CFDA #93.645, FAIN #1901NHCWSS; and
    - 1.1.4. Social Service Block Grant, CFDA #93.667, FAIN #1801NHSOSR.
  - 1.2. The Contractor agrees to provide the services in Exhibit A-1, Additional Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2.	Add Exhibit B-7, Amendment #2 Budget Worksheet for Granite State College Child Welfare Education Partnership (SFY 2021), attached hereto and incorporated by reference herein.
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	Page 4 of 4

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

Bidder/Program Name: Granita State College

Budget Request for: Child Welfare Education Partnership RFP-2018-DCYF-05-CENTER-01-A02

Budget Period: July 1, 2020 - June 30, 2021 (SFY 2021)

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Indirect As A Percent of Direct

20.9%

Granite State College RFP-2018-DCYF-05-CENTER-01-A02 Exhibit B-7, Amendment #2 Budget Worksheet Page 1 of 1



Jeffrey A. Meyers
Commissioner

Christine Tappan Associate Commissioner

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES HUMAN SERVICES AND BEHAVORIAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-9546 1-800-852-3345 Ext. 9546 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 1, 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, Division for Children, Youth and Families (DCYF) to exercise a renewal option and amend an existing agreement with Granite State College, Vendor # 177491, 25 Hall Street, Concord, New Hampshire 03301, to develop, update and maintain learning curricula based on agency practice and policy for the professional development and learning needs of DCYF staff and other DCYF identified partners, and for the provision of an education and training partnership that provides training and education opportunities to resource families, residential care providers, certain post-adoptive families and DCYF staff, by increasing the price limitation by \$2,508,672 from \$2,383,851 to an amount not to exceed \$4,892,523 and extending the completion date from December 31, 2019 to June 30, 2020, effective July 1, 2018 upon approval from the Governor and Executive Council. 94.2% Federal Funds, 5.8% General Funds.

The original contract was approved by the Governor and Executive Council on February 7, 2018, (Item #11).

Funds are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020, upon availability and continued appropriation of funds in the future operating budget, with authority to 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-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, TEEN INDEPENDENT LIVING

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			Sub-total	\$2,279,851	\$549,409	\$2,829,260

His Excellency, Governor Christopher T. Sununu And the Honorable Council Page 2 of 5

# 05-095-42-421010-29600000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, ORGANIATIONAL LEARNING & QUALITY IMPROVEMENT

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			Sub-total	\$104,000	\$26,000	\$130,000		
	<u> </u>	<del></del> -	TOTAL	\$2,383,851	\$2,508,672	\$4,892,523		

#### **EXPLANATION**

The purpose of this request is to continue the professional development partnership that provides education and learning opportunities to the DCYF staff, including child protection, juvenile justice, resource families, residential care providers, and certain post-adoptive families who specifically work with children and families served by the DCYF. The request includes education and training instruction on topics that include, but are not limited to:

- Safety assessment and safety planning.
- · Care for children in out-of-home placement.
- · Family engagement strategies that strengthen families, such as shared parenting
- Child development.
- Trauma informed supports to children and their families.

In addition, training and instruction services will include designing, developing, coordinating, administering and leading the professional development and learning program with curricula based on industry best practice. Curricula will be designed in conjunction with agency policy for the DCYF staff,

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in collaboration with the DCYF, and in accordance with federal and state requirements and agency practice priorities.

Assessment of the professional development and learning needs of the DCYF staff and other DCYF partners, as well as evaluation of knowledge and skill development, will be identified through meetings on a regular basis. Evaluations will include participation by various workgroups and quality assurance activities, as well as regular visits to DHHS offices throughout the state, and evaluation of the training system components. Qualified instructors/facilitators who have content area expertise and experience will deliver both classroom learning and group-individual coaching on curriculum content.

To assist resource families, staff, and providers in meeting annual training requirements, the education and training opportunities are held statewide at times and locations that are convenient to the target population. All learning opportunities funded through the DCYF are based upon four (4) core principles of training: accessible, needs based, outcome focused, and local. These core principles form the DCYF's Education and Training Partnership.

The partnership operates collaboratively with the DCYF, its Bureau of Organizational Learning and Quality Improvement, and learning partners across the state. This collaboration supports a dynamic approach to ensure resource families, providers and staff, receive high quality training that responds to the unique and changing needs of children, youth and families served by the DCYF in line with the agency's Practice Model.

Registration and attendance information for all the learning sessions and for all staff associated will be input and tracked into the Statewide Automated Child Welfare Information System (SACWIS). Participation in the Building Educational Excellence (BEE), DCYF's Professional Development Taskforce, the Department's Organizational Development and Training groups, will assist with integrating professional development and learning programming with other DCYF related learning and education partner.

The State of New Hampshire, DHHS, DCYF is mandated by State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV-E, to deliver pre-service and ongoing educational and training opportunities to DCYF staff specific to children and families served by the Division. These educational and training opportunities include instruction on: the assessment and service provision of care for children in and out of home placement; as well as, family engagement strategies that strengthen families toward the use of natural resources, and independence from the use of state staff for support. This also meets the federal requirement to provide pre-service and on-going education and training opportunities to resource families, residential care providers, DCYF staff and some post-adoptive families that are specific to working with children and families served by the DCYF.

The Education and Training Partnership at Granite State College (ETP) has a system of continuous quality improvement to analyze and make improvements as to the program's overall efficacy and ability to meet the needs of its stakeholders. The Continuous Quality Improvement Report (CQI) is a compilation and analysis of quantitative and qualitative course evaluation results. The ETP's CQI Report is provided to the New Hampshire Division for Children, youth and Families on a quarterly basis and is also provided as a whole on an annual basis within the CTP's Annual Report Quantitative and Qualitative Summaries of all course evaluation data and course Pre and Post Knowledge Checks.

#### Summer 2017 - Winter 2018

- Foster and Adoptive Care Essentials (FACES), total number of registrations ....1,878
- Caregiver ongoing Training (COT), total number of registrations ...... 852

1

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The ETP also conducts classroom and online observations to monitor instructor performance3 as well as the overall experience of course participants. This practice provides the program with information as to how individual instructors are following program expectations and how course participants potentially may apply to knowledge in practice to improve their own ability to meet the needs of children and youth in care.

#### Center for Professional Excellence - February to April 2018

Granite State College (GSC) has a system of continuous quality improvement. The goal of this system is to determine the internal efficacy and educational value of GSC Core Academy and the addition of program authorized educational opportunities to prepare and increase workers' professional skillset within the New Hampshire child welfare system. Program data is used to inform the process of continuous quality improvement to meet the evolving needs of child protection and juvenile justice service workers across the state.

#### CORE 101 February 13, 2018 - May 3, 2018 includes:

- DCYF Core Academy
- Specialized trainings and activities

Data collection for this quarter does not correlate and the standard fiscal year quarterly calendar. This is due to the fact that GSC was awarded the contract and assumed responsibility for running the program on February 7, 2018. The first quarter report timeframe reflects the first Core Academy 101, which began on February 13, 2018 and concluded on May 3, 2018.

#### Number of Graduates and percentage from each Bureau (Winter 2018)

- Juvenile Justice ......4 (7.4% of graduates)
- CPS/Other DCYF ......44 (81.5% of graduates)

Total...54

#### Specialized Training and Events

• Fourteen (14) courses or conference opportunities have been offered with approximately 120 participants. This does not include data from the month of April 2018.

This agreement contains language which allows the Department the option to extend for up to four (4) additional years, contingent upon satisfactory performance of services, continued availability of funds, agreement of the parties and approval of the Governor and Executive Council. The Department is satisfied with the services and is requesting approval to exercise six (6) months of the renewal option that is available to carry the contract period to the end of the academic school year.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

Should the Governor and Executive Council not authorize this request, the DCYF would be unable to ensure that the training needs and requirements of the DCYF staff be met, most importantly newly hired Child Protective Services staff would be unable to carry a full workload, per agency policy. Overall, should this request not be authorized it would adversely affect staff's ability to engage with clients on assessing their needs for services to better care for their children as well as determine

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service delivery for the children themselves. In addition, over 450 potential and existing foster and adoptive homes annually may not have access to pre-service and continual education and training services which may affect the ability to qualify to provide licensure. Another 600 homes, currently licensed, would not have access to the critical training they need, thus placing children at risk for abuse and neglect. Without availability of foster and adoptive homes, these children would likely be placed in residential care, which has higher costs associated with it, and the care might not be clinically appropriate. Furthermore, residential providers would not have access to training, for their staff, that is critical to ensuring safe and successful treatment outcomes for youth.

Area Served: Statewide

Source of Funds: 5.8% General Funds

94.2% Federal Funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Title IV-E Foster Care and Adoption Program, Catalog of Federal Domestic Assistance (CFDA) #93.658 and 93.659, Federal Award Identification Number (FAIN) #1801NHFOST and 1801NHADPT;

The U.S. Department of Health and Human Services, Administration for Children and Families, Chafee Foster Care Independent Program, CFDA #93.674, FAIN #1801NHCILP;

The U.S. Department of Health and Human Services, Administration for Children and Families, Title IV-B, CFDA #93.645, FAIN #1801NHCWSS; and

The U.S. Department of Health and Human Services, Administration for Children and Families, Social Service 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 project.

Christine Tappan Associate Commissioner

Approved by:

Jeffrey A. Meyers
Commissioner

### AMENDMENT #1 to COOPERATIVE PROJECT AGREEMENT

between the

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

#### Granite State College of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 2/7/18, item # 11, for the Project titled "Center for Professional Excellence in Child Welfare," Campus Project Director, Lisa Shawney, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purmose of	Amendment	(Chasse all	annlicable	items):
I WI DOSC OI	Amendment	I C'HOOSC HII		11.011131.

	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.
X	Other: Extend the Project Agreement, Project Period end date, add Scope of Work and provide additional funding from the State.

### 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 12/31/19 with the revised Project End Date of 6/30/20, and Exhibit A, article B is revised to replace the Project Period of January 1, 2018 December 31, 2019 with January 1, 2018 June 30, 2020.
- 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 n/n and/or the Campus Project Administrator to n/n.
- Article E. is amended to change the State Project Director to n/a and/or the Campus Project Director to
- Article F. is amended to add funds in the amount of \$2,508,672 and will read:

Total State funds in the amount of \$4,892,523 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 % 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. Title-IV-E Foster Care and Adoption Program, IV-B, Chafee Foster Care Independence Program, and Social Service Block Grant from US Department of Health and Human Services, Administration for Children and Families under

CFDA# 93.658, 93.659, 93.674, 93.645 and 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 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) 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.
- X Exhibit A is amended as attached.
- X 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: Granite State College	By An Authorized Official of: Department of Health and Human
1 0	Services
Name: LISA Shawkey	Name: Christine Tappan
Title: VP (CO)	Title: Associate Commissioner,
Signature and Date: 4418	Signature and Date:
	<del></del>
By An Authorized Official of: the New	By An Authorized Official of: the New
Hampshire Office of the Attorney General	Hampshire, Governor & Executive Council
Name: Man 1-1/cal	Name:
Title:	Title:
Signature and Date:	Signature and Date:

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#### **EXHIBIT A**

- A. Project Title: Center for Professional Excellence in Child Welfare & Education and Training Partnership
- B. Project Period: is amended to end June 30, 2020
- C. Objectives: To extend the contract period, add scope of work and staff for the education and training partnership.
- D. Scope of Work: Amend Exhibit A, as follows:
- 1. Delete and replace Section 4. Reporting, sub-section 4.1., with:
- 4.1 The Contractor shall submit weekly written reports of activities including major contract activities for the week that are related to accomplishments of the contract goals and performance measures in relationship to return on investment and links to outcome data.
- 2. Delete and replace Section 4. Reporting, sub-section 4.2., with:
- 4.2 Weekly reporting submitted to the division shall include, but not be limited to:
  - 4.2.1 Progress reports which shall include, but not be limited to:
    - 4.2.1.1. Key work performed during the period;
    - 4.2.1.2. Encountered and foreseeable key issues and problems;
    - 4.2.1.3. Scheduled work for the upcoming period, including progress against the work plan.
  - 4.2.2. Title of offered courses, including number of participants and number of training hours;
  - 4.2.3. Reports on Core, Attorney, Staff, and SYSC trainings, including but not limited to, development of new courses and collaboration with subject matter experts and DCYF staff;
  - 4.2.4. Tracking reports of staff completion of Core Academy and ongoing training requirements;
  - 4.2.5. Curricula development including involvement of subject matter experts, format, and progress on previously established timeline;
  - 4.2.6. Reports, meetings, and other activities program staff participated in throughout the week;
  - 4.2.7. Any problems encountered and mitigation strategies for each;
  - 4.2.8. Potential risks and problems forescen and mitigation strategies for each;
  - 4.2.9. Scheduled work for the upcoming week and measurement against timeline agreed upon in initial meetings; and
  - 4.2.10. Any other information the Division requests.

Campus Authorized Official Date Official N

- 3. Delete and replace Exhibit K, DHHS Information Security Requirements, dated 6/2017, with Exhibit A-2, DHHS Information Security Requirements, V4. Last update 04.04.2018.
- 4. Add Exhibit A-1 Additional Scope of Services.
- E. Deliverables Schedule:
- F. Budget and Invoicing Instructions:
- 1. Delete and replace Exhibit B Method & Conditions Precedent to Payment with Exhibit B,
  Amendment #1 Method & Conditions Precendent to Payment.
- 2. Add Exhibit B-4 Amendment #1 Budget Worksheet for Center for Professional Excellence in Child Welfare (SFY 2020 January 1, 2020 through June 30, 2020).
- 3. Add Exhibit B-5 Amendment #1 Budget Worksheet for Education & Training Partnership (SFY 2019)
- 4. Add Exhibit B-6 Amendment #1 Budget Worksheet for Education & Training Partnership (SFY 2020)



#### Exhibit A-1

#### Additional Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor 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. Some elements of the Contractor's plan consist of:
  - 1.1.1. Continuing to provide translation when necessary through the use of the ATT translation line:
  - 1.1.2. Hiring a content expert to begin to translate the Foster and Adoptive Care Essentials (FACES) curricula into Spanish as funding allows;
  - 1.1.3. Attempting to hire a Spanish speaking foster parent to teach a Spanish version of FACES.
- 1.2. The Contractor 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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 blennia.
- 1.4. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

#### 2. Scope of Work

- 2.1. The Contractor shall operate a cooperative education and training program in conjunction with the Division for Children, Youth and Families (DCYF) that includes the delivery of new and existing curricula as well as other training and educational opportunities that will enhance learning and outcomes. The Contractor shall ensure:
  - 2.1.1. These programs operate in a manner that is responsive to the needs and preferences of resource families, residential care providers, post-adoptive families and DCYF employees who qualify for Title IV-E reimbursement for training and education in terms of access, content and scheduling;

Granita State College

Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

- 2.1.2. Programs are built upon best practices or evidence-based elements available locally, regionally or nationally, and be particularly inclusive of the voice of birth parents and youth.
- 2.2. The Contractor shall market the education and training programs to resource families, residential care providers, post-adoptive families and DCYF employees who qualify for Title IV-E reimbursement for training and education, using methods that enhance attendance, which shall include, but not be limited to:
  - 2.2.1. Recruiting of prospective resource and adoptive families will be done by radio public service announcements in areas where there is a specific need for the, and they are contacted via email;
  - 2.2.2. Emailing Caregiver On-Going Training course availability regularly to workers in contact with resource and adoptive families throughout the state: DCYF resource and administrative personnel, resource, permanency, and adolescent workers, residential directors, and ISO licensing workers;
  - 2.2.3. Emailing training reminders to participants one week prior to the beginning of each class.
- 2.3. The Contractor shall manage reimbursement of childcare expenses incurred by resource families in order to attend trainings.
- 2.4. The Contractor shall offer training programs in the following quantities, at frequencies that will address the needs of service population in section 2.2.1, which may include, but not be limited to:
  - 2.4.1. FACES: The Contractor will coordinate a minimum of 30 and a maximum of 34 FACES series annually statewide based on Division needs, unless otherwise authorized by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator or designee;
  - 2.4.2. FACES classes will be free to participants and qualify as Continuing Education
    Units (CEUs) that equal specific amounts of contract hours, which may include
    but not be limited to:
    - 2.4.2.1. Modules I and II, Orientation and Regulations are delivered by DCYF staff with coordination and support from the Contractor;
    - 2.4.2.2. Modules III VII, The Developing Child, The Effects of Childhood
      Trauma, Experiencing Grief and Loss, Promoting Positive Behavior, and
      Lifelong Connections, the Contractor will provide qualified
      instructors/trainers.
  - 2.4.3. Caregiver On-Going Training (COT): The Contractor will provide a minimum of 115 and a maximum of 120 classes annually statewide in both face to face and online, based on Division needs, which may include, but not be limited to:
    - 2.4.3.1. Connecting with Teens in Placement:
    - 2.4.3.2. Guiding Teens through NH TRAILS;

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

	Exhibit A-1
2.4.3.3.	How to Talk With Teens About Sexuality;
2.4.3.4.	The Unique Needs of Adotescents and Their Caregivers;
2.4.3.5.	Exploring Adoption;
2.4.3.6.	Post-Adoptive Services and Resources;
2.4.3.7.	My Family After Adoption;
2.4.3.B.	Caring for Children with Developmental Disabilities;
2.4.3.9.	Caring for Children with Emotional Disabilities;
	Effective Parenting: From Chaos to Cooperation, Guiding the Behaviors of Pre-School Children, Parenting Children who Exhibit Sexualized Behaviors, Promoting Positive Behavior in School Age Children, Severe Behaviors of Youth in Placement, Strategies for Managing Sexualized Behaviors;
	The Challenging Adolescent: Strategles that Work, Attachment: A Child's Ability to Connect;
2.4.3.12.	Child Development: Infancy through School Age;
2.4.3.13.	Autism Spectrum Disorders;
2.4.3.14.	Transitions in Adolescent Development;
2.4.3.15.	Team Up for Quality Placements;
2.4.3.16.	ADHD: Childhood through Adolescence, Fostering Success in School;
2.4.3.17.	Klds: Abnormal/Normal Expectations;
2.4.3.18.	Understanding Developmental Disabilities;
2.4.3.19.	Understanding How to Address a Child's Cognitive Development Needs;
2.4.3.20.	Maintaining Relationships and Promoting Connections;
2.4.3.21.	Traumatic Bonding and Domestic Violence;
2.4.3.22.	Parents in Prison: Keeping Kids Connected;
2.4.3.23.	Positive Connections with Birth Families;
2.4.3.24.	Complexities of Sibling Relationships;
<b>2.4.3.25</b> .	Communicable and Infectious Diseases;
Granite State College	Exhibit A-1 Additional Scope of Services Contractor Initials
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#### Exhibit A-1

	Exhibit A-1	
2.4.3.26.	Drug Education;	
2.4.3.27.	Youth Safety in the Age of Technology;	
2.4.3.28.	Medications: What resource Parents Need to Kno	ow;
2.4.3.29.	. Substance Abuse: Adolescents and Families;	
2.4.3.30.	Child Abuse and Neglect;	
2.4.3.31.	The Trauma of Sexual Abuse;	
2.4.3.32.	Medications: What Residential Staff Need to Kno	w;
2.4.3.33.	Medications: Residential Staff Need to Know,	
<b>2.4.3.34</b> .	2.4.3.34. Medications: Residential Staff Review;	
2.4.3.35.	Promoting Healthy Eating Habits in Children;	
2.4.3.36.	NH FIRST Training: First Initial Response and Su	upport Team;
2.4.3.37.	The Effects of Foster Care on the Foster Family;	
2.4.3.38.	Resource Parent Mentoring to Resource Parent Mentoring;	
2.4.3.39.	How is Your Stress Life?;	
2.4.3.40.	3.40. Advocating for Kids Who Are in Placement;	
2.4.3.41.	Conflict and Anger Management;	
2.4.3.42.	Documentation for Court and Case Reviews;	
2.4.3.43.	introduction to Specialized Care;	
2.4.3.44.	Creating Connections through Life Stories;	
2.4.3.45.	Emergency Foster Training, Separation and Loss	;
2.4.3.46.	Transitions: Preparing for Placement Changes;	
2.4.3.47.	Collaboration in Care;	
2.4.3.48.	Caring for Children Who Have Experienced Traur	ma;
2.4.3.49.	2.4.3.49. Relatively Speaking: About the Child in your Care (distance learning delivery);	
2.4.3.50.	Relatively Speaking: About Birth Parents (distance	e Learning delivery):
Granite State College	Exhibit A-1 Additional Scope of Services	Contractor Initials
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#### Exhibit A-1

	PAINING A. I
2.4.3.5	Relatively Speaking: About You (distance learning delivery);
2.4.3.5	2. Reunification Mentoring Training;
2.4.3.5	<ol> <li>Collaboration in Care, Caring for Children Who Have Experienced Trauma;</li> </ol>
2.4.3.5	4. Safety Conducting Family Work;
2.4.3.5	55. Better Together with Foster Parents;
2.4.3.5	66. Residential Provider Sexual Harassment & Assault Awareness Training (PREA); and
2.4.3.5	7. Therapeutic Crisis Intervention.
- to	e Contractor shall use email and the Granite State College Education website market the classes to resource and adoptive parents, relative caregivers, sidential and childcare staff, and DCYF employees;
	OT classes will be free to qualifying participants and offer in-depth coverage of pics important to the target populations;
2.4.6. Co	ntinuing Education Units will be available;
2.4.7. Classes will be taught by experianced E&TP resource caregiver trainers;	
lea an	esidential Counselor Core Training (RCCT): The Contractor will provide at est two (2) RCCT series, consisting of five (5) face-to-face, six-hour modules mually statewide based on Division needs, unless otherwise authorized by the DLQI Training Administrator or designee:
2.4.8.	<ol> <li>The RCCT series will be offered free to qualified participants;</li> </ol>
2.4.8.	2. Continuing Education Units will be given to participants for participation;
2.4.8.	3. RCCT courses include, but are not limited to:
2.4 2.4 2.4	4.8.3.1. Abuse and Neglect of Children and Adolescents; 4.8.3.2. Development and Child Trauma; 4.8.3.3. Serving Children and Families; 4.8.3.4. Staff Roles and Responsibilities; and 4.8.3.5. Out-of-Home Placement Options.

- 2.5. The Contractor shall maintain all certification and recertification of all trainers in fields where appropriate and deems necessary by DCYF.
- 2.6. The Contractor shall coordinate all Modules of Training, including but not limited to:
  - 2.6.1. Developing and maintaining curriculum;

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

- 2.6.2. Physical Training space;
- 2.6.3. Providing equipment and materials;
- 2.6.4. Registration/attendance tracking; and
- 2.6.5. Conducting course evaluations.
- 2.7. The Contractor shall provide logistical and staff support for the training and education programs delivered.
- 2.8. The Contractor shall collaborate with DCYF to design and/or update and deliver training programs and educational opportunities based upon the agency priorities, such as the Child and Family Services Review, Practice Model, and adoption of evidence-based practices, and changing federal legislation, for example, Trauma informed Approaches, Better Together with Birth Parents, Therapeutic Crisis Intervention, Residential Provider Sexual Harassment and Assault Awareness, Reasonable and Prudent Parenting Standards.
- 2.9. The Contractor shall maintain a sufficient pool of qualified trainers, to include members from resource families, residential care providers, post-adoptive families and DCYF employees, as well as birth parents and youth. The Contractor shall:
  - 2.9.1. Ensure that all trainers are qualified to teach specific courses;
  - 2.9.2. Routinely, and as needed, provide support and development of trainers.
- 2.10. The Contractor shall function as one component of a larger, integrated training system within the Division that includes several other programs and contractors, which includes the Contractor:
  - 2.10.1. Playing a leadership role within the BEE;
  - 2.10.2. Integrating with and providing overall support for the Division's training unit through participation in the LiLaC and BEE groups.
- 2.11. The Contractor shall participate, and in some cases when necessary, lead \* subcommittees within the LiLaC and BEE groups.
- 2.12. The Contractor shall coordinate the annual NH Foster and Adoptive Parent Association (FAPA) conference in partnership with the Division and the NH FAPA. This includes but is not limited to:
  - 2.12.1. Program content;
  - 2.12.2. Venue coordination;
  - 2.12.3. Food selection and payment;
  - 2.12.4. Brochure development;
  - 2.12.5. Registration tracking; and

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

#### 2.12.6. Conference evaluation.

- 2.13. The Contractor shall be responsible for training program data collection including, but not limited to, demographic information regarding attendees, individual training records for resource families, trainers, courses offered, training evaluations and curriculum archiving. Compatible data will be maintained in the Division's Statewide Automated Child Welfare Information System (SACWIS), NH Bridges to enhance system integration. The Contractor will be responsible for the creation and maintenance of a detabase to track those elements not compatible with NH Bridges.
- 2.14. The Contractor shall enter and maintain Individual training records of foster parents in the NH Bridges system to the extent that system parameters allow, and will obtain releases from foster parents as needed to ensure FAPA compliance.
- 2.15. The Contractor shall ensure that foster parent training records are:
  - 2.15.1. current and permanently accessible to appropriate DCYF staff;
  - 2.15.2. Inclusive of other training activities completed by foster parents outside of this contract; and
  - 2.15.3. integrated with the larger Division training system.
- 2.16. The Contractor shall track all data relative to training activities in duplicated and unduplicated count, and will access, maintain, and enhance the current tracking system regarding trainings inclusive of the final report conclusions and follow up.

#### 3. Staffing

- 3.1. The Contractor shall provide sufficient staff to implement a high quality, comprehensive, competency-based training program, which shall include, but not be limited to:
  - 3.1.1. Employees shall have the ability to work closely in partnership with the DCYF BOLQI Training Administrator or designee, DCYF staff, and other staff as appropriate and necessary to accomplish all program goals of this education and training partnership;
  - 3.1.2. Staffing levels must support project leadership, training coordination, program and curriculum development, quality assurance and administrative support.
- 3.2. The Contractor shall provide staff members (6.5 FTE for each SFY) devoted to the Education & Training Partnership contract:
  - 3.2.1. Project Director III, responsible for:
    - Overall Education and Training Partnership program planning and development;
    - 3.2.1.2, Budgeting;
    - 3.2.1.3. implementation;

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

3.2.1.4.	Maintenance;	
3.2.1.5.	Supervision of staff.	
3.2.2. Curric	ulum Planning Specialist, responsible for:	
3.2.2.1.	Development and updating COT and RCCT.curricula;	
3.2.2.2.	Supervisor of staff.	
3.2.3. Program Development Specialist, responsible for:		
3.2.3.1.	FACEs curriculum design;	
3.2.3.2.	Development:	
<b>3.2.3.3</b> .	Responsive coordination/delivery;	
3.2.3.4.	Hiring and supporting instructors;	
3.2.3.5.	Coordinating professional development activities for instructors and staff.	
3.2.4. Traini	ng Coordinator, responsible for:	
3.2.4.1.	Scheduling COT classes based on need;	
3.2.4.2.	Hiring Instructors;	
3.2.4.3.	Populating courses:	
3.2.4.4.	Program coordination and delivery.	
3.2.5. Program Support Position, responsible for:		
3.2.5.1.	Needs assessment analysis:	
3.2.5.2.	Evaluation activities;	
3.2.5.3.	Record keeping;	
3.2.5.4.	Data management;	
3.2.5.5.	General office operations;	
3.2.5.6.	Coordinating supplies and sites for Better Together Workshops;	
3.2.5.7.	Supporting Better Together facilitators;	
3.2.5.8.	Coordinating and planning the annual NH FAPA Conference with NH FAPA representatives.	
	1.7.	

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

		Exhibit A-1
3.2.6.	Progra	m Support Assistant, responsible for :
3.2.	6.1.	Student assistance and support;
3.2.	6.2.	COT and RCCT training registrations;
3.2.	6.3.	Record keeping;
3.2.	6.4.	Data management;
3.2.	6.5.	General office operations.
3.2.7.	Admir	nistrative Assistant III, responsible for:
3.2.	7.1.	FACEs program registrations;
3.2.	7.2.	Support;
3.2.	7.3.	Preparation of instructor and trainee materials;
3.2.	7.4.	Curriculum formatting;
3.2.	.7.5.	Maintenance of the Education and Training Partnership website;
3.2.	.7.6.	General office.
3.2.8.	BOLC	contractor shall provide administrative support for program operations and the functions/activities in the Dolloff Building at .50 FTE using the staff field above.
3.2.9.	begin	contractor's Administrative support work hours will be coordinated at the ning of each week in harmonization with the appropriate DCYF designated nember.
3.3. The Contractor shall maintain a sufficient pool of qualified trainers/instructors, to include members from resource families, residential care providers, and DCYF employees as well as, birth parents and youth that have experienced DCYF child protection and/or juvenile justice involvement.		
3.3.1.		Contractor shall ensure that all trainers/instructors are highly qualified in nt areas, adult learning and training skills which shall include, but not be d to:
3.3	.1.1.	Team Review of Instructor application/resumes;
3.3	.1,2.	Vetting though DCYF staff references;
3.3	.1.3.	Use of the "instructor Interview Tool";
3.3	.1.4.	Assessment of professional development needs;

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

- 3.3.1.5. Recommendation for resources for the prospective instructor;

  3.3.1.6. Working closely with BOLQI to review instructor credentials and qualifications, using a system to match instructors' qualifications with specific courses;

  3.3.1.7. Use of an instructor profile to ensure all instructors are highly qualified.
- 3.3.2. The Contractor shall uphotd and maintain DCYF's right to approve or deny the use of any trainer/instructor.

and prepared to teach in the NH child welfare system.

#### 4. Information Security and Privacy

- 4.1. The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, resource parents and other involved individuals, which the Contractor 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 Contractor shall maintain and secure all curricula and/or training materials in a confidential area and that information is available to staff upon request. This includes, but is not limited to:
  - 4.2.1. Training data;
  - 4.2.2. Training records of attendees through this contract.
- 4.3. The Contractor is not authorized to release any information regarding the Division's compliance with federal guidelines without express written authorization of the Division Director or his/her designee.
- 4.4. The Contractor 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-2, DHHS Information Security Requirements.
- 4.5. The Contractor shall ensure that any database, dashboard, or information system designed, built, or modified on behalf of DHHS shall be defined and subject to the requirements of Exhibit A-2, DHHS Information Security Requirements, and all applicable NH Department of Information Technology (DoIT) standards, policies, and procedures.
- 4.6. The Contractor 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.
- 4.7. The Contractor shall ensure that any website designed, created, or managed on behalf of DHHS will meet eil NH DoIT website requirements, and that any personal information

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

(PI) or other contidential information solicited, shall not be stored or captured on the website and shall not be further disclosed except as provided in this contract. The solicitation or disclosure of any PI or other confidential information shall be subject to the requirements of Exhibit A-2, DHHS Information Security Requirements of this contract and all applicable state rules, or state or federal law. Unless specifically required within this contract and unless notice is clearly provided on the website, the Contractor agrees that site visitation will not be tracked or website analytics or marketing.

#### 5. Reporting

- 5.1. The Contractor shall provide a weekly report of activities to the DCYF Bureau of Organizational Learning and Quality Improvement Training Administrator or designee of all major contract activities for the week related to accomplishment of the contract goals and performance measure shall be documented, including:
  - 5.1.1. Legislative interactions:
  - 5.1.2. Interaction with the federal government;
  - 5.1.3. Planned conferences, workshops;
  - 5.1.4. Evaluation Activity;
  - 5.1.5. Registration Activity;
  - 5.1.6. Classes provided;
  - 5.1.7. Attendance:
  - 5.1.8. Training activities in duplicated and unduplicated format.
- 5.2. The Contractor shall complete quarterly reports and submit to the BOLQI Training Administrator, or designee and the Bureau of Community and Family Support Administrator, or designee. These reports shall be due within 30 days of the conclusion of each term, and shall include the following:
  - 5.2.1. Registration and attendance data for each training:
  - 5.2.2. Any training needs assessments completed;
  - 5.2.3. Evaluation results for that quarter;
  - 5.2.4. There will be at least four (4) terms within each SFY to be reported on.
- 5.3. The Contractor shall complete and submit an end of year report that is due within 60 days of the end of the State Fiscal Year. The report shall include the following:
  - 5.3.1. A complete program overview;
  - 5.3.2. Accomplishments towards program goals and performance measures;
  - 5.3.3. Training registration and attendance during the report year,

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

- 5.3.4. Training needs assessment gathered during the report year;
- 5.3.5. Training evaluation results;
- 5.3.6. Program cost effectiveness, including costs per attendee and/or course;
- 5.3.7. Ten (10) hard copies of said report shall be submitted to the BOLQ! Training Administrator, or designee, for distribution.
- 5.4. The Contractor shall develop and maintain an evaluation system/structure using best practice training evaluation methodologies, including Kirkpetrick's Four Levels of Evaluation.
  - 5.4.1. The evaluation system will ensure training delivery that is:
    - 5.4.1.1. Aligned with the DCYF mission and the New Hampshire Practice Model;
    - 5.4.1.2. Approved by the Bureau of Organizational Learning and Quality Improvement (BOLQI) Training Administrator (or designee).
  - 5.4.2. All trainings will be evaluated at minimum for:
    - 5.4.2.1. Content:
    - 5.4.2.2. Instructor knowledge and ability;
    - 5.4.2.3. Transfer of knowledge to participants.
  - 5.4.3. Evaluations must be offered to all attendees in a format that ensures anonymity.
  - 5.4.4. Must receive at return rate of 85% or better.
  - 5.4.5. Results of the evaluations will be recorded and submitted in the quarterly and yearly reports listed above.

#### 6. Ownership and Control

- 6.1. All Curricula developed and delivered through this contract are owned by the Department and may only be released or shared with other entities only with the written approval of the Division of Children, Youth and Families Bureau of Organizational Learning and Quality Improvement Training Administrator.
- 6.2. Section H of the Cooperative Project Agreement is amended to add:

All electronics, computers and audio/visual equipment including but not limited to:

- Laptop, Desktop, and handheld computers;
- LCD and other projectors; and
- Volce and video recorders and players are, for the purposes of this Cooperative Project Agreement, considered equipment regardless of cost.

7. Performance Measures

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Exhibit A-1 Additional Scope of Services

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#### Exhibit A-1

- 7.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
  - 7.1.1. The Contractor shall achieve a trainee satisfaction rate of 85% or better for each training delivered.
- 7.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

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#### **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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 Cerd Industry (PCI), and or other sensitive and confidential information.

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

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DHHS information
Security Requirements
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#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, blometric 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.
- "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.
- "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.
  - 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

Exhibit A-2

OHHS information

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#### **DHHS Information Security Requirements**

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

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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 Shering 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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Exhibit A-2 **DHHS** Information Security Requirements Page 3 of 9



#### **DHHS Information Security Requirements**

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

- 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.
- 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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#### **DHHS Information Security Requirements**

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

 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.
- 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.
- 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:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 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.).

Exhibit A-2 Others Information Security Requirements Page 5 of 9

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#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160,103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit A-2 DHHS Information Security Requirements Page 6 of 9

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#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not ilmited 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/doit/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.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit A-2 DHHS Information Security Requirements Page 7 of 9 Contractor Initials

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#### **DHHS Information Security Requirements**

- e. Emit 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, blometric 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.
- 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 two (2) hours of the time that the Contractor leams of their occurrence.

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;
- 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

Exhibit A-2 DHHS Information Security Requirements Page 8 of 9 Contractor Initials

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#### **DHHS Information Security Requirements**

 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

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Exhibit A-2 DHHS information Security Requirements Page 9 of 9



New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare & Education & Training Partnership

#### Exhibit B Amendment #1

#### Method and Conditions Precedent to Payment

- The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A-1, Additional Scope of Services.
  - 1.1. This contract is funded with funds from the US Department of Health and Human Services, Administration for Children and Families under:
    - 1.1.1. Title iV-E Foster Care and Adoption Program, Catalog of Federal Domestic Assistance (CFDA) #93.658 and 93659, Federal Award Identification Numbers (FAIN), 1801NHFOST and 1801NHADPT;
    - 1.1.2. Chafes Foster Care Independent Program, CFDA #93.674, FAIN #1801NHCILP;
    - 1.1.3. Title IV-B, CFDA #93.645, FAIN #1801NHCWSS; and
    - 1.1.4. Social Service Block Grant, CFDA #93667, FAIN #1801NHSOSR.
  - 1.2. The Contractor agrees to provide the services in Exhibit A-1, Additional Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor'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 Contractor will submit an invoice in a form setisfactory to the State monthly or at the end of each semester, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated end returned to the Department in order to initiate payment.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep datalled records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days efter the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In the of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301

- 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Additional Scope of Services.
- Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to

Granite State College

Exhibit B Amendment #1

Contractor Initials

Page 1 of 2

Date

RFP-2018-DCYF-06-CENTER



New Hampshire Department of Health and Human Services Center for Professional Excallence in Child Welfare & **Education & Training Partnership** 

#### Exhibit B Amendment #1

adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

4) When the contract price limitation is reached, the program shall confinue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract pariod.

Granita State College

Page 2 of 2

Exhibit 8 Amendment #1

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#### Exhibit B-4 Amendment #1 Budget Worksheet

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

Bidder/Program Name: Granite State College / Center for Professional Excellence

Budget Request for: Center for Professional Excellence in Child Welfare RFP-2018-DCYF-06-CENTER

Budget Period: Jan 1, 2020 - June 30, 2020

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Total Salary/Wages	\$	373,718.00	\$		\$	373,718.00	\$	9,306.00			\$	9,306.00	\$_	364,412.00		-	\$	364,412.00
2. Employee Benefits	\$	155,076.00	\$		\$	155,076.00	\$	3,974.00	\$		5	3,974.00	S	151,102.00		•	\$	151,102,00
3. Consultants	\$		5		\$	-	\$	-	5		\$	•	<u> </u>	-	\$		\$	
4. Equipment:	\$		\$	<del>-</del> I	\$	-	Ş		\$	<u> </u>	\$		\$		\$		\$	
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Purchase/Depreciation	\$_	•	\$	_ <del>-</del> - ]	\$	-	\$		5		\$	<u>-</u>	\$		S	-	<u> </u>	
5. Supplies:	\$	•	\$	I	\$		\$	<u> </u>	5		5	<u> </u>	\$_		\$		\$	
Educational	\$	4,320.00	\$		\$	4,320.00	\$		<u> </u>		\$	-	\$	4,320.00	\$	-	\$	4,320.00
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Office	\$	-	\$		\$	-	5	•	S	-	\$		5		S		<u> </u>	<del>-</del> _
6. Travel	\$	7,330.00	\$		\$	7,330.00	5	<u> </u>	\$	-	5		5	7,330.00	\$		<u>\$</u>	7,330.00
7. Occupancy	\$	1,815.00	\$	-	\$	1,815.00	\$	1,815.00	<u> </u>		<u>\$</u>	1,815.00	—	<u> </u>	\$		<u> </u>	
8. Current Expenses	\$	•	\$	-	\$		4		\$	-	\$		5		\$		\$	<u> </u>
Telephone	\$	3,148.00	\$		\$		5	-	5	-	\$		\$	3,148.00	_		\$	3,148.00
Postage	\$	265.00	\$	- 1	\$	265.00	5		S	•	5		\$	265.00	\$		\$	265.00
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9. Software	\$		\$	•	\$	_	\$	•	\$	•	5	<u> </u>	5	<u> </u>	\$		<u> </u>	
10. Marketing/Communications	\$	-	\$		\$	-	\$	•	\$.	•	\$	<u>-</u> _	5	•	5	-	<u> </u>	<del></del>
11. Staff Education and Training	\$	6,678.00	5	•	5	6,678.00	\$	-	5		\$		5	6,678.00	3		\$	8,678.00
12. Subcontracts/Agreements	\$	•	\$	•	\$	•	\$	•	\$		\$		\$	-	\$		5	
13. Other (specific details mandatory):	5	-	\$		\$	_	\$		\$		\$		\$	<u> </u>	5		.\$	
Coaching Certification through Coursera	\$		\$		\$		\$		\$	-	\$	<u> </u>	\$		\$		\$	
DCYF Staff Training Conference (SFY19 onty)	\$		\$	•	5	-	\$		\$		\$		\$		5		\$	
Teen Summit Conference (FY19, FY20 only)	\$	375.00	\$	•	\$	375.00	\$	_	\$	•	\$	-	\$	375.00	\$	<u> </u>	\$	375.00
Better Together business meals, 2 sessions/2 day	\$	1,800.00	\$		\$	1,800.00	\$	-	\$	•	\$		\$	1,800.00	\$		S	1,800.00
Business meals	\$	451.00	\$	-	\$	451.00	\$	-	\$	•	\$		\$	451.00	\$		\$	451.00
F&A Expenditures	\$	•	\$	211,323.00	\$	211,323.00	\$	-	5	176,706.00	\$	176,706.00	\$	-	\$	34,617.00	\$	34,617.00
TOTAL	5	555,887:00	\$	211,323.00	\$	767,210.00	\$	15,095.00	\$.	176,706.00	\$	191,801.00	\$	540,792.00	\$	34,617.00	\$	575,409.00

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### Exhibit B-5, Amendment #1 Budget Worksheet

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

Program Name: Granite State College: Education and Training Partnership

Budget Request for: Center for Professional Excellence in Child Welfare & Education and Training

Partnership

RFP-2018-DCYF-06-CENTER

Budget Period: July 1, 2018 through June 30, 2019 (FY19)

		Total Program Cost			ontractor Share / Mate			ed:by DHHS contract		
Une item	Direct Incremental	Indirect Fixed	Total . "	Direct Incremental	indirect Fixed	Total	Direct incremental .	Indirect Fixed	7 435 J	otal 🔭 🤻 🗻
i. Total Salary/Wages	\$ 338,423	<u> </u>	\$ 338,423	\$ 23,786	\$ -	\$ 23,786	\$ 314,637	\$ -	\$	314,637
2. Employee Benefits	\$ 141,881	\$ -	\$ 141,881	\$ 10,061	\$ -	\$ 10,061	\$ 131,820	\$ -	\$	131,820
3. Consultants	5 -	\$ -	s	5	\$ -	\$	\$	\$	\$	•
4. Equipment:	\$	s <u>-</u>	5 .	\$ -	5 -	s	\$	<u> </u>	\$	•
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Repair and Maintenance	s	\$ .	<u> </u>	\$ -	\$	\$	\$	\$	\$	<u> </u>
Purchase/Depreciation	\$ -	5 -	\$ -	\$	\$	\$	\$	\$	\$	<u> </u>
5. Supplies:	\$ 5,917	s -	\$ 5,917	\$	\$	\$	\$ 5,917	\$	\$	5,917
Educational	\$	<u> </u>	s -	\$	5 -	\$	\$ -	\$ -	\$	
Lab	\$ -	s	\$ -	\$ -	\$	\$	\$	\$	\$	-
Pharmacy	s -	S -	S	5	s -	\$ -	\$	\$	5	
Medical	ş ·	S -	\$ -	ş	\$	s <u>-</u>	\$ -	\$ -	S	
Office - Printing, general supplies	\$ -	ş .	s -	ş .	\$ -	\$	\$	\$ -	\$	
6. Travel	\$ 3,600	\$ -	\$ 3,600	\$ -	s -	s	\$ 3,600	\$	\$	3,600
7. Occupancy	\$ 8,000	ş .	\$ 8,000	\$ 8,000	\$	\$ 8,000	5	\$	\$	
8. Current Expenses	\$ -	\$ .	\$ -	\$ .	5 .	\$	\$	ş -	5	-
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Postage	\$ 2,500	\$ -	\$ 2,500	\$ .	\$	\$	\$ 2,500	\$	\$	2,500
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9. Software-Website	\$ -	\$	\$ .	\$ .	\$	\$	\$	\$	\$	<u>.</u>
10. Marketing/Communications	\$ -	\$ -	\$	\$	\$ -	\$	\$	\$	\$	•
11. Staff Education and Training	\$ 4,500	\$	\$ 4,500	<u>-</u>	\$ -	\$	\$ 4,500	5 -	\$	4,500
12. Subcontracts/Agreements- facility rental	š ·	\$	s -	\$ -	s -	<b>s</b> -	s -	<b>5</b> -	\$	
13. Child Care Reimbursement	\$ 600	ş <u>-</u>	\$ 600	\$	\$ <u>-</u>	\$	\$600	\$	\$	600
14. Other: FAPA Conference, Better Together, TCI Training, APHSA	\$ 22,805	s -	\$ 22,805	s .	s -	s -	\$ 22,805	s -	\$	22,805
15. Other Food, Room Rental, Honorarium, Website Maintenance	\$ 3,230	\$ -	\$ 3,230	s -	\$ -	\$ -	\$ 3,230	ş	\$	.3,230
Group Tultion	\$ 746,723	\$ -	\$ 746,723	\$ 322,872	\$ -	\$ 322,872	\$ 423,851	5 -	.\$	423,851
F&A	\$ 182,489	5 182,489	5 182,489	5 .	\$ 182,489	\$ 182,489	ş .	5 -	\$	
TOTAL	\$ 1,464,203			\$ 364,719	\$ 182,489	\$ 547,208	\$ 917,000	s ·	\$	917,000

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## Exhibit B-6, Amendment #1 Budget Worksheet

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

Granite State College: Education and Training Partnership

Budget Request for: Center for Professional Excellence in Child Welfare

RFP-2018-DCYF-06-CENTER

Budget Period: July 1, 2019 through June 30, 2020 (FY20)

	LEW P.	Total Program Cost	- <del>1</del>	To Co	ntractor Share / Mat	ch	Fund	ed by DHHS contract s	hare
Line Item	Direct Incremental	Indirect Fixed	Total :	:Direct Incremental	Indirect Fixed	Total	Direct incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 343,496	\$	\$ 343,496	\$ 2 <u>4,231</u>	\$ -	\$ 24,231	\$ 319,265	\$ -	\$ 319,265
2. Employee Benefits	\$ 144,028	\$	\$ 144,028	\$ 10,250	\$ -	\$ 10,250	\$ 133,778	\$ -	\$ 133,778
3. Consultants	<b>5</b> -	\$ -	\$	\$ .	ş <u>-</u>	\$ -	\$ -	\$ -	\$
4. Equipment:	s -	\$	\$ -	5 -	\$ -	\$ -	\$ -	\$ -	\$ <u>-</u>
Rental - postage meter	\$ -	\$ ·	\$	\$ -	\$ -	\$	\$ -	\$	<b>5</b> -
Repair and Maintenance	\$ -	\$	\$ .	\$ -	\$ -	\$ .	\$ -	\$ .	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ .
5. Supplies:	\$ 6,007	\$ -	\$ 6,007	\$ -	\$ -	\$ .	\$ 6,007	\$ -	\$ 6,007
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Medical	ş <u>-</u>	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ .
Office - Printing, general supplies	\$ .	\$ -	\$ -	\$	\$ -	\$ -	\$ .	\$ -	\$ -
6. Travel	\$ 3,708	\$	\$ 3,708	\$ -	\$ -	\$ .	\$ 3,708	\$ -	\$ 3,708
7. Occupancy	\$ 8,000	\$	\$ 8,000	\$ 8,000	\$	\$ 8,000	\$ -	\$ -	\$
8. Current Expenses	<b>\$</b> -	\$ -	\$	\$ -	\$ -	\$	\$	\$ -	\$ -
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Postage	\$ 2,500	<b>\$</b>	\$ 2,500	\$ -	\$ -	\$	\$ 2,500	\$ -	\$ 2,500
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Insurance	\$ <u>-</u>	\$	\$ -	\$ -	ş -	\$	5 -	\$	\$ .
Board Expenses	\$ -	\$	\$ -	\$ -	\$ -	\$ .	\$ -	\$ -	\$ -
9. Software-Website	\$ 30,000	\$	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
10. Marketing/Communications	\$ -	\$	\$	\$	\$ -	\$ -	\$ -	-	\$
11. Staff Education and Training	\$ 4,635	\$ -	\$ 4,635	\$ -	\$ -	\$ -	\$ 4,635	\$ -	\$ 4,635
12. Subcontracts/Agreements-facility rental	\$ ·	\$ -	\$ -	ş -	\$ -	s -	s -	\$ -	\$_ ·
13. Child Care Reimbursement	\$ 600	\$	\$ 600	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600
14. Other: FAPA Conference, Better Together, TCI Training, APHSA	\$ 73,000	\$ -	\$ 73,000	ş -	<b>\$</b> -	s -	\$ 73,000	\$ -	\$ 73,000
15. Other Food, Room Rental, Honorarium, Website Maintenance	\$ 3,230	5 -	\$ 3,230	\$ -	\$ -	\$ -	\$ 3,230	\$ -	\$ 3,230
Group Tuition	\$ 768,127	\$ -	\$ 768,127	\$ 332,127	\$ -	\$ 332,127	\$ 436,000	\$	\$ 436,000
F&A	\$ 185,174	\$ 185,174	\$ 185,174	\$ -	\$ 185,174	\$ 185,174	\$ -	\$ .	\$
TOTAL	\$ 1,576,045	\$ 185,174	\$ 1,576,045	\$ 374,608	\$ 185,174	\$ 559,782	\$ 1,016,263	\$	\$ 1,016,263

antrartar	Initial ac	

Date:	

GEC # 11 RDY APPROVED 2/7/8



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### OFFICE OF HUMAN SERVICES

#### DIVISION FOR CHILDREN, YOUTH & FAMILIES

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/dcyf

January 16, 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, Division for Children, Youth and Families (DCYF) to enter into a **retroactive** agreement with Granite State College, Vendor #177491, 25 Hall Street, Concord, New Hampshire 03301, in an amount not to exceed \$2,383,851 to develop, update and maintain learning curricula based on agency practice and policy for the professional development and learning needs of DCYF staff and other DCYF identified partners, to be effective **retroactive** to January 1, 2018, upon date of Governor and the Executive Council approval through December 31, 2019. 90% Federal Funds 10% General Funds

Funds to support this request are available in the following accounts for SFY 2018 and SFY 2019, and are anticipated to be available in SFY 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 if needed and justified, without approval from Governor and Executive Council.

# 05-095-42-421010-29600000-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
2018	066-500543	Continuing Profess. Education	42106016	\$575,306.00
2019	066-500543	Continuing Profess, Education	42106016	\$1,142,656.00
2020	066-500543	Continuing Profess. Education	42106016	\$561,889.00
			Sub-Total:	\$2,279,851.00

05-095-42-421010-29700000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: CHILD PROTECTION, TEEN INDEPENDENT LIVING

Fiscal Year	Class/Object	Title	Activity Code	Total Amount
2018	102-500734	Contracts for Program Services	42106016	\$26,000.00
2019	102-500734	Continuing Profess. Education	42106016	\$52,000.00
2020	102-500734	Continuing Profess. Education	42106016	\$26,000.00
-			Sub-Total:	\$104,000.00
			Total:	\$2,383,851.00

#### **EXPLANATION**

This request for **retroactive** approval is to avoid a gap in services to DCYF staff training and to move forward with the recommendations made to the state from the Center for the Support of Families regarding training in DCYF practices.

Funds in this agreement will be used for a professional development partnership that provides education and learning opportunities to DCYF staff, including child protection, juvenile justice, and other DCYF identified parties that are specific to working with children and families served by DCYF. This will include the designing, developing, coordinating, administering and leading the professional development and learning program with curricula based on industry best practice and agency policy, for DCYF staff throughout New Hampshire, in collaboration with DCYF and in accordance with federal and state requirements and agency practice priorities.

Assessment of the professional development and learning needs of DCYF staff and other DCYF partners as well as evaluation of knowledge and skill development will be identified though meetings with these groups on a regular basis, which includes participation in various workgroups and quality assurance activities, as well as regular visits to DHHS offices throughout the state, and evaluation of the training system components. Qualified instructors/facilitators who have content area expertise and experience will deliver both classroom learning and group/individual coaching on curriculum content.

Registration and attendance information for all the learning sessions and for all staff associated will be input and tracked into the Statewide Automated Child Welfare Information System (SACWIS). Participation in the Building Educational Excellence (BEE), DCYF's Professional Development Taskforce, the Department's Organizational Development and Training groups will assist with integrating professional development and learning programming with other DCYF related learning and education partners.

The State of New Hampshire, DHHS, DCYF is mandated by State and Federal regulations, 45 CFR 1356.60 Fiscal Requirements, Title IV E, to deliver pre-service and ongoing educational and training opportunities to DCYF staff specific to children and families

His Excellency, Governor Christopher T. Sununu And the Honorable Council Page 3 of 4

served by the Division. These educational and training opportunities include instruction on: the assessment and service provision of care for children in and out of home placement; as well as family engagement strategies that strengthen families toward the use of natural resources, and independence from the use of state staff for support.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council not authorize this request, the Division would be unable to ensure that the training needs and requirements of the Division for Children, Youth and Families staff be met, which would adversely affect staff's ability to engage with clients on assessing their needs for services to better care for their children as well as determine service delivery for the children themselves.

Granite State College was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of health and Human Services' web site from September 29, 2017 through November 13, 2017. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend 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 Council.

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

- Receipt of biweekly written reports of activities, and outcome data for the previous week that are related to accomplishments of the contract goals;
- Receipt of quarterly reports that provide registration and attendance data for each learning session, curriculum/topics developed, updated or worked on, and evaluation results for that quarter, specifically linked to performance outcomes;
- Receipt of an end of year report within sixty (60) 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.

His Excellency, Governor Christopher T. Sununu And the Honorable Council Page 4 of 4

Area Served: Statewide

Source of Funds: 10% General Funds, 90% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.658, U.S. Department of Health and Human Services, Administration for Children and Families, Title IV-E Foster Care Program, Federal Award Identification Number (FAIN) # 1701NHFOST and the U.S. Department of Health and Human Services, Administration for Children and Families, Chafee Foster Care Independent Program, FAIN # 1701NHCILP.

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 Commissione

Approved by:

leffrey A. Meyers



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

Center for	Profess	ional	Excellence	in
	Child V	<b>Velfa</b> :	re	

#### RFP-2018-DCYF-06-CENTER

RFP Name

RFP Number

#### Bidder Name

1.	Granite State College
2.	University of New Hampshire
3.	
4.	·
5.	
6.	

	Maximum	Actual
Pass/Fail	Points	Points
	300	258
ļ	300	240
	300	
		<del></del>
		L

#### Reviewer Names

1.	Dan Barry, Youth Counselor III
2.	Tyler Colby (JPPO at Dover JPPO Office)
3.	Lora Jordan, CPSW
4.	Michele Rosenthal, Training Coordinator
5.	Heidi Young, Administrator I
6.	Kathy Grondine, Administrator II (Cost)
7.	Rebecca Lorden, Administrator III (Cost)
8.	Seung Kim, Financial Analyst (Cost)

#### COOPERATIVE PROJECT AGREEMENT

between the

#### STATE OF NEW HAMPSHIRE, Department of Health and Human Servicews

and the

#### Granite State College 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 Granite State College, (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 12/31/19. 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: Center for Professional Excellence in Child Welfare

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	Campus Project Administrator	
Name: Heidi Young, Administrator 1	Name: Lisa Shawney	
Address: Div. for Children, Youth and Families 129 Pleasant Street Concord NH 03387	Address: 25 Hall Street Concord, NH 03301	
Phone: 603-271-7212	Phone: 603-513-1335	

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	Campus Project Director	
Name: Heidi Young, Administrator	Name: Suzanne Moberly	
Address: Div. for Children, Youth and Families	Address: 25 Hall Street	
120 Pleasant Street	Concord, NH 03301	
Concord, NH 03301693-271-7212		
Phone:	Phone: 603-513-1335	

F. Total State funds in the amount of \$2,383,851 hav allowable costs incurred under this Project Agreem exceeding the amount specified in this paragraph.	ve been allotted and are available for payment of nent. State will not reimburse Campus for costs
Check if applicable  Campus will cost-share 25 % of total costs durin	g the term of this Project Agreement.
Department of Health and Human Services Foster Care Title IV-E under CFDA # 93.65 Chafee Foster Care Independence Program u to be passed through to Campus as part of this Master Agreement for Cooperative Projects	sideral Domestic Assistance, Federal Agency s, Administration for Children and Families, 58; Administration for Children and Families, ander CFDA#93.674. Federal regulations required is Project Agreement, and in accordance with the between the State of New Hampshire and the vember 13, 2002, are attached to this document as
G. Check if applicable  Article(s) 17 of the Master Agreement for C  Hampshire and the University System of New F  amended to read:  All electronics, computers, and audio/visual equip  retained as property of the Division for Children, Yo	Hampshire dated November 13, 2002 is/are hereby oment purchased through this contract shall be
This includes but is not limited to: Laptop, Desi projectors; and Voce and video recorders and players	ktop, and handheld computers; LCD and other
H. State has chosen not to take possession of equipment issue instructions for the disposition of such equipment end-date. Any expenses incurred by Campus in fully reimbursed by State.	nt purchased under this Project Agreement and will oment within 90 days of the Project Agreement's
This Project Agreement and the Master Agreement of Campus regarding this Cooperative Project, and sarrangements, oral or written; all changes herein must the parties by their authorized officials.	supersede and replace any previously existing
IN WITNESS WHEREOF, the University Syste Granite State College and the State of New Hampshi have executed this Project Agreement.	em of New Hampshire, acting through the re, Department of Health and Human Services
By An Authorized Official of: Granite State College	By An Authorized Official of: Department of Health and Human Services
Name: Lisa Shawney	Name: Christine Tappan
Title: Vice President for Finance and Administratoin	Title: Associate Commissioner
Signature/and Date:	Signature and Date:
Franky 11918	
By An Authorized Official of: the New	By An Authorized Official of: the New
Hampshire Office of the Attorney General	Hampshire Governor & Executive Council
Name: Juha Conform	Name: Title:
Title: Austat Atteny Gireral	THE.

.'	11	i Date:	nA-	1/23/2014	
Sig	nature and	Date:	<u> </u>		

Signature and Date:



#### **Scope of Services**

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor 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 Contractor 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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

#### 2. Scope of Services

- 2.1. The Contractor shall meet with DCYF staff and other DCYF identified partners on a regular basis to identify and evaluate professional development and learning needs. This shall include participation in various workgroups, meetings and quality assurance activities, as well as regular visits to DHHS offices throughout the state and the facility itself.
- 2.2. The Contractor shall develop and administer an annual learning needs assessment for staff in collaboration with DCYF, using the results to inform curriculum development and learning offerings.
- 2.3 The Contractor shall develop, update and maintain learning curricula based on agency practice and policy, as well as current research, by working in collaboration with DCYF and other subject matter experts for prioritization and strategic planning. This includes, but is not limited to national experts providing training to trainers and staff.
- 2.4. The Contractor shall input and track registration and attendance information for all of the learning sessions, and for all staff associated, into the Statewide Automated Child Welfare Information System (SACWIS) and once developed, transfer this information to and use the Comprehensive Child Welfare Information System (CCWIS).

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#### New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



#### Exhibit A

- 2.5. The Contractor shall participate in the Building Educational Excellence (BEE) and DCYF Professional Development Taskforce groups in order to integrate professional development and learning programming with other DCYF related learning and education partners.
- 2.6. The Contractor shall provide and maintain all required office supplies and equipment for learning sessions;
- 2.7. The Contractor shall maintain and secure all learning materials in a confidential, locked area:
- 2.8. The Contractor shall apply a spectrum of learning methodologies to maximize transfer of learning for participants, with a primary emphasis on adult learning modalities, specifically skill-building opportunities such as a simulation laboratory, and flipped classroom methods, coaching outside of the classroom, micro learning opportunities, and online learning;
- 2.9. The Contractor shall provide location, publicity, registration, learning materials and administrative support for learning sessions;
- 2.10. The Contractor shall design, develop, and deliver or update existing web based training (WBT) lessons for hosting on the Division's learning management system (LMS), Moodle.
- 2.11. The Contractor shall design, co-develop, and co-coordinate an annual agency Teen Summit and a two (2) day biennial agency (every other year) conference in collaboration with and approval from DCYF and other appropriate Division stakeholders:
- 2.12. The Contractor shall manage, coordinate, support and expand the DCYF Youth Action Pool to maintain a pool of former youth in care who can provide consultation, learning and presentations to incorporate youth voice into Division and stakeholder activities:
- 2.13. The Contractor shall maintain a list of and provide access to educational resources in either hard copy or electronic form that would enhance or reinforce learning content for staff;
- 2.14. The Contractor shall maintain a learning calendar accessible to all DCYF staff that includes all available upcoming learning opportunities; and
- 2.15. The Contractor shall work collaboratively with DCYF to facilitate cycles of training to meet the requirement for staff's ongoing training needs and advanced planning for staff's schedules.

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#### New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



#### Exhibit A

- 2.16. The Contractor shall operate programs in a manner that is responsive to the needs and preferences of the served population statewide in terms of access, content and scheduling.
- 2.17. The Contractor shall build programs based upon best practices or evidence-based elements; available locally, regionally or nationally, designed in a manner conductive to adult learning, and be particularly inclusive of the voice perspective of birth parents and youth.
- 2.18. The Contractor shall market these programs to the populations described in Section 2.1 using methods that enhance attendance and transfer of learning.
- 2.19. The Contractor shall offer and administer the following learning programs in the stated numbers, and at frequencies that will address the needs of the populations served as determined by the State in locations agreed upon by the State:
  - 2.19.1. CPSW/JPPO/SYSC Pre-Service Learning The Contractor shall coordinate four (4) complete statewide Pre-Service series trainings annually based on DCYF needs, unless otherwise authorized by the BOLQI Training Administrator (or designee). The Pre-Service Learning series shall include all Child Protection and Juvenile Justice Staff (inclusive of juvenile probation and parole and Sununu Youth Services Center) Core Academy offerings in the same order in each series. The current Core Academy offerings are listed on the "DCYF Core Academy" attachment (Appendix O) which can be located at: http://www.unh.edu/cpe/training
  - 2.19.2. Supervisory Pre-Service The Contractor shall identify, develop or adapt a supervisory pre-service curriculum (that will incorporate DCYF supervisory standards and best practices) and deliver it in a format that can be offered to new field child protection and juvenile justice supervisors (inclusive of all DCYF supervisors) within six (6) months of their hire. This series shall be approved by the State and be provided at a frequency essential to achieving the required six (6) month time frames.
  - 2.19.3. Attorney Pre-Service The Contractor shall coordinate with the New Hampshire Department of Justice, Office of the Attorney General, a preservice learning continuum for agency DCYF assigned attorneys' that provides knowledge and skill development in providing legal services in child welfare cases within six (6) months of hire. This continuum must include, at a minimum, content on trial skills, preparation of witnesses,

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and child protection practices. The Contractor shall coordinate the child protection practice components of the continuum which should be linked to the DCYF Core Academy trainings on child protection investigations and other child welfare pertinent topics. Learning opportunities shall be provided at a frequency required to achieve the required time frames. In the first year all DCYF assigned attorneys' shall be trained.

- 2.19.4. Ongoing Learning Opportunities The Contractor shall provide five (5) sets of in-service learning offerings annually between January and December which shall be identified in collaboration with DCYF. These offerings shall:
  - 2.19.4.1. Provide enhanced skill development;
  - 2.19.4.2. Address DCYF quality improvement priorities;
  - 2.19.4.3. Refresh key skills and knowledge of staff; and
  - 2.19.4.4. Shall include staff's annual learning needs assessment information.
- 2.19.5. Learning sessions shall be available to staff statewide and include no fewer than thirty (30) hours in each set, for a minimum total of topics to include sixty (60) hours annually. The Contractor shall work collaboratively with DCYF to facilitate cycles of training to meet the requirement for staff's ongoing training needs and advanced planning for staff's schedules. Attention should be paid to collaborating with specific stakeholder groups in joint trainings such as with medical, mental health, schools, law enforcement, CASA, AG, and Court Improvement. This shall include coordination with the Attorney General's office on ongoing training with annual CEU's necessary for attorneys to maintain licensure.
- 2.19.6. New Employee Mentoring The Contractor shall provide four (4) New Employee Mentoring series annually, statewide, in conjunction with Core Academy series based on DCYF needs, unless otherwise authorized by the BOLQI Training Administrator or designee.
- 2.19.7. Advanced Mentoring Training Building off new employee mentoring foundational curriculum, the Contractor shall develop, coordinate, and deliver one (1) Advanced Mentoring Series annually. Foundational curriculum is available to be built upon. This is a generalized professional development program with skill development in technical

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#### New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



#### Exhibit A

management. In addition, the Data Leaders program is a second option that highlights the use of data in practice and is a separate program with curriculum that is available to build upon. The expectation is to run the two (2) options in alternating years. Schedule to be proposed to the Division.

#### 2.20. Project Management

- 2.20.1. The Contractor shall establish a project management strategy that shall ensure the project's:
  - 2.20.1.1. Tasks and activities are identified, monitored and tracked.
  - 2.20.1.2. Risks and issues are identified.
  - 2.20.1.3. Deliverables meet the stated requirements and are delivered on time.
- 2.20.2. The Contractor shall conduct a project kick-off meeting within ten (10) business days of the contract effective date.
- 2.20.3. The Contractor shall provide a work plan/timeline that defines the milestones, activities, deliverables, and due dates within ten (10) business days of the kick-off meeting.
- 2.20.4. The Contractor shall provide a written monthly progress report that provides at a minimum, a summary of the key work performed during the monthly period; encountered and foreseeable key issues and problems; and scheduled work for the upcoming period including progress against the work plan.
- 2.20.5. The Contractor shall identify potential risks and issues and include a mitigation strategy for each, in the monthly progress report.
- 2.20.6. The Contractor shall be responsible for scheduling weekly project status meetings, and providing notes from the meetings to the Department within three (3) business days from the date of the meeting.

#### 2.21. Materials and Location

2.21.1. The Contractor shall provide and maintain all materials, and equipment used for this project.

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# New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



#### Exhibit A

2.21.2. The Contractor shall maintain the physical space in the state's Concord and Manchester locations.

#### 2.22. Staffing

- 2.22.1. The Contractor shall provide logistical and staff support for the professional development and education programs delivered. The staffing plan shall include sufficient expertise and support at a minimum in the following areas:
  - 2.22.1.1. Program administration with adult learning education and program background;
  - 2.22.1.2. Quality assurance inclusive of program evaluation;
  - 2.22.1.3. Program/learning session planning and coordination;
  - 2.22.1.4. Curriculum development;
  - 2.22.1.5. Instructional design; and
  - 2.22.1.6. Trainer/Coaches for all DCYF staff support.
- 2.22.2. The Contractor shall collaborate with DCYF to design/update/deliver learning sessions and educational opportunities based upon agency priorities, such as the comprehensive and ongoing assessment of safety and risk in child abuse investigations and ongoing case work with families. The Contractor shall demonstrate an in depth understanding of Change Management, and the Continuous Quality Improvement cycle with trainings that are delivered to staff that relate to Organizational Effectiveness Models such as Change Management, leadership, coaching and mentoring, and the Define, Assess, Plan, Implement, and Monitor (DAPIM) model, to integrate with the existing Organizational Effectiveness practices of DCYF.
  - 2.22.2.1. The Contractor shall provide training in this area for staff on topics that relate to organizational functioning, culture and climate, Division practices and federal regulations for inclusion which shall also include safety and security on the job, the Child and Family Services Review; Practice Model; Solution Based Casework; and adoption of evidence-based practices, (i.e. Trauma Informed approaches).

2.22.2.2. The Contractor shall have primary responsibility for executing deliverables associated with design.

Exhibit A

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delivery and updates of these trainings with approval from DCYF.

- 2.22.3. The Contractor shall ensure qualified facilitator/coaches are available to deliver each learning session described in Section 2.19. Qualified facilitator/coaches shall include a minimum of one (1) birth parent and one (1) youth.
- 2.22.4. The Contractor shall ensure all trainers are qualified to teach specific courses/topics. These trainer/coaches shall possess a minimum of three (3) to five (5) years' experience in the health and human services field with additional experience as a trainer/educator. As needed, and with DCYF's recommendation and approval, the Contractor shall provide support and development of trainers.
- 2.22.5. The Contractor shall function as one (1) component of a larger, integrated learning system within DCYF that includes several other State programs and contractors. The Contractor shall be expected to share advice, assistance and lessons learned as a part of the integrated learning system.
- 2.22.6. The Contractor shall attend and meaningfully participate in the Building Education Excellence (BEE) and DCYF Professional Development Taskforce groups in order to integrate programming with other professional development and learning partners.
- 2.22.7. The Contractor shall integrate with and provide overall support for the biennial (every other year) two (2) day DCYF Conference. The first one shall occur in the spring of 2019 or as designated by the Division. In collaboration with DCYF, support shall include, but not be limited to:
  - Be solely responsible for all payments associated with 2.22.7.1. the conference:
  - 2.22.7.2. Plan and organize the Conference;
  - 2.22.7.3. Coordinate the venue:
  - 2.22.7.4. Select food:
  - 2.22.7.5. Develop brochures;
  - 2.22.7.6. Promote the event to DCYF approved audiences;
  - 2.22.7.7. Track participant registration;

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Exhibit A

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Contractor Initials



	EXNIDIT A	
2,22,7.8.	Conduct conference evalua-	ation; and
2.22.7.9.	Coordination on the day of	the event.
	shall manage the Yout the Division, which shall incl	h Action Pool (YAP) in ude, but not be limited to:
2.22.8.1.	. •	g a group of ten (10) or or previously involved with ction or juvenile justice.
2,22.8.2.	Enhancing youth and fam by using members to:	nily voice and engagement
	<ul><li>a) Serve as panelists as s</li><li>b) Serve as presenters, tra</li><li>c) Serve as consultants with</li><li>d) Facilitate meetings with</li></ul>	ainers, facilitators; ith staff, and;
2.22.8.3.	Provide coaching, support prepare YAP members;	, and training as needed to
2.22.8.4.	Maintain monthly contact person, phone call, or ema	with all members via in il;
2.22.8.5.	Attend quarterly DCYF you to promote the YAP and co	onduct YAP meetings;
2.22.8.6.	Collaborate with DCYF to to promote the YAP's activ	determine appropriate ways ities;
2.22.8.7.	<del>-</del> ,	intain a mechanism for the YAP activity request
2.22.8.8.	training, such as strategi	mber who has appropriate c sharing, experience and ific activities as requested, agement and coaching as
2.22.8.9.	Creating and/or maintaining completed by organization	ng an evaluation form to be s following YAP activities;
2.22.8.10.	a facilitator within seventy-	member for development as two (72) hours of an activity ty went and review of the
RFP-2018-DCYF-08-CENTER	Exhibit A	Contractor Initials
Granite State College	Page 8 of 37	Date 1114 18

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	-	evaluations with them to provide feedback as necessary;
,	2.22.8.11.	Providing Strategic Sharing training twice a year to support YAP members;
	2,22.8.12.	Facilitating YAP member participation in Granite State College Delivering Effective Training course, as needed;
	2.22.8.13.	Meeting quarterly with DCYF to provide a summary of YAP requests, events participated in and evaluation results;
	2.22.8.14.	Providing regular YAP updates at DCYF leadership meetings and in the Connector, (a newsletter that is sent out quarterly); and
	2,22.8.15.	100000

- 2.22.9. The Contractor shall host the youth portion of the online NH Trails curriculum on the Division's LMS Moodle; and shall track data on youth's completion of said content in collaboration with the Division.
- 2.22.10. The Contractor shall coordinate the annual Teen Summit in partnership with the Division, the NH Youth Advisory Board (YAB), and Youth Action Pool (YAP) which shall include, but not be limited to:

2.22.10.1.	Being solely responsible for all payments associated
	with the Conference;

- 2.22.10.2. Planning and organize the conference;
- 2.22.10.3. Coordinating the venue;
- 2.22.10.4. Selecting food;
- 2.22.10.5. Developing brochures;
- 2.22.10.6. Promote the event to DCYF approved audiences;
- 2.22.10.7. Tracking participant registration; and
- 2.22.10.8. Conducting conference evaluation.

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- 2.22.11. The Contractor shall assist the Court Improvement Project (CIP) with the coordination of up to two (2) protocol learnings during a two (2) year period, as needed, which shall include DCYF staff as a portion of the audience.
- 2.22.12. The Contractor shall be responsible for the following duties for the two (2) protocol learnings which shall include, but not be limited to:
  - 2.22.12.1. Assist in program planning;
  - 2.22.12.2. Assist with venue coordination;
  - 2.22.12.3. Prepare for copying learning materials;
  - 2.22.12.4. Track participant registration; and
  - 2.22.12.5. Coordination on the day of the event.
- 2.22.13. The Contractor shall be responsible for professional development and learning program data collection, with particular attention to the return on investment, including, but not limited to:
  - 2.22.13.1. Location;
  - 2.22.13.2. Number and demographic information regarding attendees:
  - 2.22.13.3. Individual learning session records for all DCYF staff;
  - 2.22.13.4. Facilitator/coaches;
  - 2.22.13.5. Courses/learning sessions offered;
  - 2.22.13.6. Learning attendance costs to include per participant costs;
  - 2.22.13.7. Learning evaluations; and linked to practice outcomes;
  - 2.22.13.8. All learning session attendance requirements (certificates/attendance/completion); and
  - 2.22.13.9. Curriculum archiving in DHHS network drives.
  - 2.22.13.10. A combination of satisfaction and performance data.
- 2.22.14. The Contractor shall maintain data in the Division's SACWIS, NH Bridges, or other state system as approved by DCYF, in order to enhance system integration.

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- 2.22.15. The Contractor shall be responsible for the creation and maintenance of a database to track those elements not compatible with NH Bridges.
- 2.22.16. The Contractor shall pay for all approved in-state registration and out-of-state travel related expenses for DCYF staff for professional development including mileage, tolls, meals, hotel and related costs in accordance with the collective bargaining agreement in effect at the time of contract.
- 2.22.17. The Contractor shall be responsible for requesting documentation required for reimbursement.

#### 2.23. Course Evaluation

The Contractor shall develop and maintain an evaluation system/structure using best practice learning evaluation methodologies, which at the minimum shall include measures of:

- 2,23.1. Participant satisfaction at the end of every learning course delivered;
- 2.23.2. Pre and post knowledge and skill tests to assess gains in knowledge and skill from before to after learning;
- 2.23.3. Transfer of participant learning of the course material;
- 2.23.4. Connection to family case outcomes of learning; and
- 2.23.5. The evaluation of curriculum content (alignment with NH policy and the Practice Model), trainer fidelity to curricula, trainer competence in learning delivery (e.g. knowledge, skill in managing a face to face classroom or on-line environment) and participant engagement should also be part of the learning evaluation system.

Other evaluation measures submitted, which exceed these minimal requirements, that are part of the learning evaluation approach, shall be taken into consideration by the Department in scoring.

The evaluation system must ensure learning delivery that is aligned with the DCYF mission, the New Hampshire Practice Model, and must be approved by the DCYF BOLQI Training Administrator, or designee.

#### 2.24. Student Evaluation

Competency Based Learning Opportunities

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2.24.1. The Contractor shall evaluate the competency based learning opportunities via: 2.24.1.1. Participant reaction questionnaires after every training event, including behavioral anchors. Pre and post knowledge and skills test before and 2.24.1.2. after all new worker training. 2.24.1.3. Pre and post knowledge and skills test before and after all ongoing training longer than one (1) day. Pre and post knowledge and skills test before and 2.24.1.4. after the Supervisory Core Academy. Evaluate transfer of learning for new worker training 2.24.1.5. at minimum using a tool such as the Curry, et al. (2011) TOL Scale, but preferably adding additional measures of transfer of learning as part of the coaching and mentoring program. Evaluate transfer of learning for ongoing training, at 2.24.1.6. minimum using a tool such as the Curry, et al. (2011) TOL Scale, but preferably adding additional measures as possible. Link the gain in knowledge and skills and TOL to 2.24.1.7. practice behaviors as demonstrated in the case practice reviews and to outcomes for children. The Contractor shall partner with DCYF to gain access to case review and outcomes data so as to tie those results to the Contractor's training records and evaluation data.

#### 2.25. Reporting and Deliverable Requirements

- 2.25.1. The Contractor shall provide a biweekly written report in a manner and form acceptable to DCYF of activities to the DCYF, BOLQI Training Administrator, or designee, including the major contract activities for the week that are related to accomplishments of the contract goals and performance measures in relationship to return on investment and links to outcome data.
- 2.25.2. The Contractor shall complete and submit quarterly reports that provide registration and attendance data for each learning session,

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curriculum/topics developed, updated or worked on, and evaluation results for that quarter, specifically linked to performance outcomes. The reports are due within thirty (30) days of the conclusion of each quarter and must be given to the BOLQI Training Administrator, or designee. Note: There are four (4) quarters within each SFY; Q1 – July thru September, Q-2 – October thru December, Q3 – January thru March, & Q-4 April thru June.

- 2.25.3. The Contractor shall complete and submit an end of year report within sixty (60) days of the end of the SFY which provides, at a minimum:
  - 2.25.3.1. A complete program overview;
  - 2.25.3.2. Accomplishments towards program goals and performance measures linked to outcomes and including return on investment data;
  - 2.25.3.3. Registration and attendance during the report year;
  - 2.25.3.4. Learning needs assessment gathered during the report year;
  - 2.25.3.5. Learning session(s) evaluation results;
  - 2.25.3.6. Program cost effectiveness, which shall include costs per attendee and/or course; and
  - 2.25.3.7. One (1) electronic copy and five (5) hard copies of report shall be submitted to the DCYF BOLQI Training Administrator, or designee, for distribution.
- 2.25.4. The Contractor shall adhere to the schedules of Deliverables in attached Appendix L for the period January 1, 2018 through June 30, 2018; Appendix M for the period July 1, 2018 through June 30, 3019; and Appendix N for the period July 1, 2019 through December 31, 2019.

#### 2.26. Anticipated Outcomes

2.26.1. The Contractor shall provide competency-based, outcomes-focused learning and educational opportunities that support the DCYF Mission and Practice Model, which supports high quality services for children and families.

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- 2.26.2. The Contractor shall design, develop, coordinate, and administer learning programs and curricula in accordance with federal requirements, and in accordance with state and federal requirements found in the Child and Family Services Plan; incorporating best practices.
- 2.26.3. The Contractor shall deliver cost effective learning and learning opportunities in a manner that ensures measurable quality and cost effectiveness.
- 2.26.4. The Contractor shall ensure that the learning coordinated or delivered through this contract is approved by the DHHS and integrated with DCYF quality improvement activities including, but not limited to:
  - 2.26.4.1. Case Practice Reviews:
  - 2.26.4.2. DCYF provider reviews; and
  - 2.26.4.3. Federal Child and Family Services Reviews.

#### 2.27. Confidentiality

- 2.27.1. The Contractor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding DCYF clients, client families, foster families, and other involved individuals that the Contractor may learn about is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 2.27.2. The Contractor shall maintain and secure all learning materials in a confidential area. This shall include, but not be limited to:
  - 2.27.2.1. Any and all case scenarios;
  - 2.27.2.2. Photographs;
  - 2.27.2.3. Case information:
  - 2.27.2.4. Learning data; and
  - 2.27.2.5. Learning records of attendees made available through this contract.

#### 3. Staffing

3.1. The Contractor shall simultaneously work to develop a high quality and reliable bank of adjunct faculty to become instructors for the program. The Contractor's

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faculty shall be vetted through DCYF and recruited as to their backgrounds in child welfare and juvenile justice issues. Faculty shall be experts in the following areas, which shall include, but not be limited to:

- 3.1.1. Trauma informed care:
- 3.1.2. Solution based casework;
- 3.1.3. Restorative Practices:
- 3.1.4. Child maltreatment and its effects upon children and families;
- 3.1.5. Domestic violence;
- 3.1.6. Legal processes in child welfare;
- 3.1.7. Mental Health intervention;
- 3.1.8. Addiction and recovery;
- 3.1.9. Foster and residential care;
- 3.1.10. Working with birth parents and youth; and
- 3.1.11. Any other subject matter necessary to complete the work.
- 3.2. Faculty shall be recruited and interviewed by the Contractor and/or DCYF staff and shall be required to provide documentation of education and interest in teaching for the program.
- 3.3. The Contractor shall recruit faculty from the following, which shall include, but is not limited to:
  - 3.3.1. All disciplines associated with the program;
  - 3.3.2. Recently retired DCYF staff;
  - 3.3.3. Collaboration with the University of New Hampshire and Plymouth State University's Social Work Departments; and
  - 3.3.4. Any of the Contractor's existing appropriate faculty.
- 3.4. Faculty shall be trained by the Contractor in the DCYF Practice Model by Contractor/CPE/DCYF staff to assure the agency mission is being effectively

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communicated across the Division as a whole, the community and to all associated partners and stakeholders.

- 3.5. The Contractor shall ensure the inclusion of the following staff:
  - 3.5.1. Five (5) trainer/coaches as follows, all of whom have related field experience in New Hampshire's practice in the following areas and who are trained and skilled in a professional coaching model, such as that which is offered and trained by UC Davis: <a href="https://extension.ucdavis.edu/certificate-program/coaching-life-and-work">https://extension.ucdavis.edu/certificate-program/coaching-life-and-work</a>;
    - 3.5.1.1. Three (3) of whom shall be from child protection;
    - 3.5.1.2. One (1) who shall be from juvenile justice/legal;
    - 3.5.1.3. One (1) who shall be a birth parent responsible for parent and youth activities; and
  - 3.5.2. One (1) Program Director, whom shall be one half (.50) FTE, and be responsible for the duties and meet the qualifications as outlined in the attached Appendix A.
  - 3.5.3. One (1) Program Training Coordinator, who shall be one half (.50) FTE, and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix B.
  - 3.5.4. One (1) Quality Assurance Specialist who shall be one (1) FTE, and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix C.
  - 3.5.5. One (1) Program Support Assistant who shall be one (1) FTE and be responsible for the duties and meet the qualifications as outlined in the attached Appendix D.
  - 3.5.6. One (1) Instructional Designer whom shall be one (1) FTE and be responsible for the duties and meet the qualifications as outlined in the attached Appendix E.
  - 3.5.7. One (1) Curriculum Specialist whom shall be one (1) FTE, and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix F.

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- Three (3) Child Protection Trainer/Coaches each of whom shall each be 3.5.8. one (1) FTE (a total of 3 FTE's), as referenced in sub-section 3.5.1 and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix G.
- 3.5.9. One (1) Juvenile Justice Trainer/Coach whom shall be one (1) FTE, as referenced in sub-section 3.5.1 and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix H.
- 3.5.10. One (1) Birth Parent/Youth Trainer/Coach whom shall be one (1) FTE, as referenced in sub-section 3.5.1 and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix 1.
- 3.5.11. One (1) Assistant Program Director whom shall be one half (.50) FTE, and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix J.
- 3.5.12. One (1) Attorney and SYSC Training Specialist whom shall be one (1) FTE, and shall be responsible for the duties and meet the qualifications as outlined in the attached Appendix K.

## Reporting

- 4.1. The Contractor shall submit biweekly written reports of activities including major contract activities for the week that are related to accomplishments of the contract goals and performance measures in relationship to return on investment and links to outcome data.
- 4.2. Monthly reporting submitted to the Division shall contain the following, which shall include, but not be limited to:
  - A monthly progress report which shall include, but not be limited to: 4.2.1.
    - Key work performed during the period; 4.2.1.1.
    - 4.2.1.2. Encountered and foreseeable key issues and problems;
    - Scheduled work for the upcoming period, including 4.2.1.3. progress against the work plan.
  - Title of offered courses, including number of participants and number of 4.2.2. training hours;

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- Reports on Core, Attorney, Staff, and SYSC trainings, including 4.2.3. development of new courses and collaboration with subject matter experts and DCYF staff:
- Tracking reports of staff completion of Core Academy and ongoing 4.2.4. training requirements;
- 4.2.5. Curricula development including involvement of subject matter experts, format, and progress on previously established timeline;
- Reports, meetings, and other activities program staff participated in 4.2.6. through the month;
- 4.2.7. Any problems encountered and mitigation strategies for each:
- 4.2.8. Potential risks and problems foreseen and mitigation strategies for each;
- 4.2.9. Scheduled work for the upcoming month/quarter and measurement against timeline agreed upon in initial meetings; and
- 4.2.10. Any other information the Division wishes to include.
- 4.3. The Contractor shall complete and submit quarterly reports to the BOLQI Training Administrator, or designee, within thirty (30) days of the conclusion of each quarter that provide registration and attendance data for each learning session, curriculum/topics developed, updated or worked on, and evaluation results for that quarter specifically linked to performance outcomes.
- 4.4. The Contractor shall prepare and analyze a Quarterly Continuous Quality Improvement Report which shall contain the compilation and analysis of course evaluation data.
- 4.5. The Contractor shall complete and submit one (1) electronic copy and five (5) hard copies of an end of year report within sixty (60) days of the end of the State Fiscal Year (SFY) to the DCYF BOLQI Training Administrator, or designee for distribution, which provides, at a minimum:
  - 4.5.1. Complete program overview;
  - Accomplishments towards program goals and performance measures 4.5.2. linked to outcomes and including return on investment data;
  - 4.5.3. Registration and attendance during the report year;

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- 4.5.4. Learning needs assessment gathered during the report year;
- 4.5.5. Learning session(s) evaluation results; and
- 4.5.6. Program cost effectiveness, which shall include costs per attendee and/or course.
- 4.6. The Contractor shall provide an Annual Report to the Division reporting on fulfillment of the contract, work completed, and work to be conducted in the future.

## 5. Work Plan

- 5.1. The Contractor shall use the APHSA Define Access Plan Implement Monitor (DAPIM) project management method to design, manage and measure improvement and change at the program level, which shall include, but not be limited to:
  - 5.1.1. Assess needs initially with a kick-off meeting to be held within ten (10) business days of the start of the contract;
  - 5.1.2. Base initial recommendations on the Quality Assurance Review of the Division of Children, Youth and Families study submitted by The Center for the Support of Families (CSF);
  - 5.1.3. Meet with DCYF staff, CPSWs, JPPOs, SYSC, birth parents, and youth to learn those areas of continuous improvement that shall make each training better;
  - 5.1.4. Use the needs collected through the kick-off meeting to suggest design, curriculum content, and implementation of the training series already in place and to be developed;
  - 5.1.5. Needs shall be prioritized so that essential training is revised or developed first;
  - 5.1.6. Project Director shall be involved in the NH Child Welfare Systems Transformation Training;
  - 5.1.7. First round of ongoing training shall be a review of existing trainings as they are updated and key content converted to online formats as appropriate; and,

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- 5.1.8. Participants shall be polled regarding previous training and again after the revised training to determine if the module provided them with the skills, knowledge, and confidence to implement effectively.
- 5.2. The Contractor shall work with DCYF staff and other DCYF identified partners to identify and evaluate professional development/learning needs, which shall include, but not be limited to:
  - 5.2.1. Participate in meetings, work groups, and other activities to identify, develop, and evaluate learning needs throughout the state;
  - 5.2.2. Conduct an assessment on whether staff:
    - 5.2.2.1. Are able to access needed courses;
    - 5.2.2.2. Are satisfied with each course, as a participant;
    - 5.2.2.3. Have access to proper tools/equipment for training; and
    - 5.2.2.4. Have achieved the learning outcomes designated for each course.
- 5.3. The Contractor shall utilize State technologies equipment to assure training of DCYF staff in the use of the Bridges and SACWIS systems which shall include, but not be limited to:
  - 5.3.1. Simulating actual data entry to develop skill; and
  - 5.3.2. All curricula shall be saved in DCYF Department network servers.
- 5.4. The Contractor shall use the <u>Process Evaluation</u> model by the Substance Abuse and Mental Health Services Administration (SAMHSA) as one tool to monitor evaluation and process implementation, tying together the DAPIM project management model to plan the programs and the Organizational Effectiveness Learning Outcomes model to capture the following:
  - 5.4.1. Staff evaluation:
  - 5.4.2. Learning outcomes; and
  - 5.4.3. Behavioral changes.
- 5.5. The Contractor shall collect the Organizational Effectiveness Learning Outcomes through the following:

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- 5.5.1. Course and student evaluations:
- 5.5.2. Self-assessment of learning;
- 5.5.3. Embedded knowledge checks;
- 5.5.4. Supervisor checklists of learning objectives;
- 5.5.5. Trainer/mentor evaluations of behavioral impacts; and
- 5.5.6. Longer-term, performance results.
- 5.6. The Contractor shall include the measures from Sections 5.4 and 5.5 in a learning portfolio for each staff member to monitor progress. These shall also be used in aggregate across staff members to assess course strengths and gaps.
- 5.7. The Contractor, in collaboration with DCYF, shall examine the Outcome Process Evaluation measures which shall include:
  - 5.7.1. Who delivers the course?
  - 5.7.2. Is the frequency of delivery optimal?
  - 5.7.3. Is the course implemented as planned? If not, why not?
  - 5.7.4. What barriers exist to course delivery?
  - 5.7.5. How do staff and trainers rate the course?
- 5.8. The Contractor shall collaborate with DCYF to provide curricula which shall benefit from current research, the input of subject matter experts, and shall meet the priorities of DCYF.
- 5.9. The Contractor shall update and maintain the CPE website, which is the portal to enable access to on-line calendars for courses, facilitating DCYF's Speaker's Bureau engagements, and can be the foundation for information concerning training and professional development opportunities, course materials, and library resources.
- 5.10. The Contractor shall continue to manage the current library in addition to the virtual library.
- 5.11. The Contractor shall provide qualified instructors to teach the curricula, who shall be trained as coaches as well to be able to deliver classroom knowledge and to coach staff individually on practice/experiential portions of the curriculum.

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With DCYF's recommendation and approval, this may include hiring national subject matter experts to train trainers and staff in current best practices, which shall include but not be limited to:

- 5.11.1. The Center for Support of Families;
- 5.11.2. Dr. Anita Barbee:
- 5.11.3. UC-Davis;
- 5.11.4. Coursera (and other) Massive Open Online Courses(MOOCS); and
- 5.11.5. The Contractor's own staff.
- 5.12. The Contractor shall actively assess program capacity as the program develops and make recommendations to the Division for remediation.
- 5.13. The Contractor shall monitor progress, impact and lessons learned for accountability and on-going adjustments, along with effectiveness and return on investment of each module offered through the following, which shall include but not be limited to:
  - 5.13.1. Direct feedback from program participants through individual course evaluations of participants based upon evaluation recommendations from evaluation experts such as, Dr. Anita Barbee;
  - 5.13.2. Assessment of supervisors and field administrators as to the impact and effectiveness of trainings and ongoing educational opportunities;
  - 5.13.3. Analysis of Needs Assessments;
  - 5.13.4. Feedback from associated partners and stakeholders as to the effectiveness and value of programming:
  - 5.13.5. Location or online delivery of each module;
  - 5.13.6. Information about attendees and their learning records and module facilitators and coaches:
  - 5.13.7. Per participant attendance cost;
  - 5.13.8. Learning evaluations tied to practice outcomes;
  - 5.13.9. Certificate of attendance and/or completion;

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- 5.13.10. Course and student satisfaction measures shall be collected;
- 5.13.11. Communicate with the BOLQI Training Administrator to determine schedule of trainings;
- 5.13.12. Build upon existing curricula;
- 5.13.13. Analyze and collaborate, simultaneously, with DCYF staff on effectiveness and adherence to the Practice Model; and
- 5.13.14. Work toward the long term goal of decreasing the number of DCYF staff delivering trainings as the program moves through time.
- 5.14. The Contractor shall evaluate and demonstrate staff's success in learning by several measures embedded in the training cycle and needs assessment process, utilizing Kirkpatrick's Learning outcomes to measure organizational effectiveness, which shall include, but not be limited to the following chart:

•		
Item Measured	Metrics	Who Evaluates?
Pre-training	Strengths and Gaps	GSC CPE staff
Each training:	Gain shown	Instructor, GSC CPE staff
Pre- and post-knowledge checks		
Embedded knowledge checks	Correct answers	Instructor, GSC CPE staff
Post-training:	Positive outcome	Trainee
Self-assessment of outcome		
Checklist of learning objectives	Mastery	Supervisor, GSC CPE staff
8ehavioral Impacts	Using what learned	Trainer/Coaches, GSC CPE staff
Longer term:	Positive review, retention	Supervisor, GSC CPE staff
Performance results	Improvement	Supervisor, GSC CPE staff
Strengths and Gaps	-	

- 5.15. The Contractor shall evaluate and demonstrate Instructors' success in delivering the training, which shall include, but not be limited to the following:
  - 5.15.1. Instructors shall be kept up to date regarding new initiatives in training and new developments that directly impact the content and delivery of course materials;
  - 5.15.2. Professional development on the use of Moodle and other technologies, Bridges/SACWIS if needed;
  - 5.15.3. Uniform grading procedures;
  - 5.15.4. Consistent assessment procedures; and

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- 5.15.5. Staff shall use an observation system for both face to face and online classes, including quality of student interaction, adherence to curriculum, and coverage of learning outcomes.
- 5.16. Instructor and trainee feedback shall be used to Improve program delivery.
- 5.17. Criteria for instructor performance evaluations shall include:
  - 5.17.1. Flexibility and mastery of instructional design skills;
  - 5.17.2. Instructional delivery skills,
  - 5.17.3. Content expertise; and
  - 5.17.4. Training management skills.
- 5.18. The Contractor shall research subject matter, be aware of current research, and confer with subject matter experts, including DCYF staff to ensure material is reflective of current Practice Model and current best practices in child protection and juvenile justice work.
- 5.19. The Contractor shall build relevance and meaning to adult learners by developing curricula to strategically address immediate practice/knowledge needs, and inspire additional learning.
- 5.20. The Contractor shall employ a variety of learning modalities to promote interaction and sharing among learners, such as, but not limited to the following:
  - 5.20.1. Open labs;
  - 5.20.2. Simulations; and
  - 5.20.3. Sociocultural oriented curricula.
- 5.21. The Contractor shall alleviate the accessibility barrier for adult learners by developing course delivery in a wide array of course options, available online on a quarterly, semi-annually, or annual basis as required through the program.
- 5.22. The Contractor shall revise and develop a new approach to Core Academy streamlining the following, which includes, but is not limited to:
  - 5.22.1. Essential information:
  - 5.22.2. Incorporate live learning labs;

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5.22.3.	Pre-course	online a	ssianmen	ts, including:

- 5.22.3.1. Reading and observations;
- 5.22.3.2. Direct application of knowledge in a simulated environment;
- 5.22.3.3. Working with District Office Supervisors and staff to establish shadowing opportunities for new staff; and
- 5.22.3.4. Specific assignments, for new staff that are shadowing, to bring back to a group learning environment to analyze and share with fellow Core Academy participants.
- 5.23. The Contractor shall analyze Core Academy course offerings, as indicated in Appendix O, to determine appropriate content, including the development of experiential learning opportunities in consultation with DCYF Field staff.
- 5.24. The Contractor shall develop a series of content review brain boosters for the program, to be delivered via email or other DCYF approved format to individual participants.
- 5.25. The Contractor shall develop a mini-review tutorial as a follow-up resource for participants:
- 5.26. The Contractor shall utilize members of the Parent Leader Group and Youth Action Pools to deliver and participate in Core Academy.
- 5.27. The Contractor shall coordinate the Better Together with Birth Parents Workshop, as part of their Core Academy experience, with the Division's Better Together Coordinator and Parent Leaders.
- 5.28. The Contractor shall use the Statewide Automated Child Welfare Information System (SACWIS) and once developed, the Comprehensive Child Welfare Information System (CCWIS), to track the following:
  - 5.28.1. Registration of participants;
  - 5.28.2. Completion of trainings; and
  - 5.28.3. Attendance of participants.
- 5.29. The Contractor shall be an active participant in Building Educational Excellence (BEE) and DCYF Professional Development Taskforce groups to integrate learning opportunities with other DCYF training and with related learning and education partners.

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- 5.30. The Contractor shall provide office supplies and equipment required for learning sessions, until such time as those curricula migrate to an online environment when DCYF staff shall use computers and wireless connections supplied by the Department.
- 5.31. The Contractor has policies and procedures in place to protect PII such as, staff training records, learning assessments and evaluations, which include, but is not limited to:
  - 5.31.1. Learning materials shall remain in a locked area;
  - 5.31.2. Electronic data shall be stored using the USNH online systems and protocols currently in place for its own student and course content materials; and
  - 5.31.3. Electronic data shall also be stored on DCYF systems, using DCYF security protocols.
- 5.32. The Contractor shall draw upon best practices for adult learning with skillbuilding opportunities which shall include, but not be limited to:
  - 5.32.1. Face to face;
  - 5.32,2. Online:
  - 5.32.3. Simulation and practice labs;
  - 5.32.4. Coaching;
  - 5.32.5. Flipped classrooms:
  - 5.32.6. Develop checklists for learning outcomes;
  - 5.32.7. Micro learning reinforcements, including simple email brain boosters will help students internalize practices and procedures; and
  - 5.32.8. Other evidence-based methodologies.
- 5.33. The Contractor shall provide location, publicity, registration, learning materials , and administrative support, which shall include, but not be limited to:
  - 5.33.1. Use available classrooms, which shall include, but is not limited to:
    - 5.33.1.1. DCYF facilities at the Dolloff Building, Concord;

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### Exhibit A

	5.33.1.2.	DCYF facilities at SYSC in Manchester;
	5.33.1.3.	DHHS district offices as space and delivery logistics allow;
	5.33.1.4.	Contractor's locations, if available; and
	5.33.1.5.	Police Standards and Training facility if available.
5.33.2. P	ublicity, which s	shall include, but not be limited to the following:
	5.33.2.1.	Dates of and courses offered;
	5.33.2.2.	Annual DCYF Teen Summit; and
	5.33.2.3.	2-Day Biennial DCYF Conference
5.33.3. R	egistration for	in-state and travel for out-of-state of participants

5.33.3.1. Travel expenses;

including, but not limited to:

- 5.33.3.2. Tracking registrations of all participants;
- 5.33.3.3. Payment for all approved in-state conference/training registrations; and
- 5.33.3.4. Processing of all participant registrations.
- 5.33.4. Host courses on the DCYF instance of Moodle, face-to-face trainings or a combination thereof.
- 5.34. The Contractor shall host the Annual DCYF Teen Summit and the 2-Day Biennial DCYF Conference, which involves DCYF and other stakeholders.
- 5.35. The Contractor shall coordinate the annual Teen Summit in partnership with the Division, the NH Youth Advisory Board (YAB), and the Youth Action Pool (YAP), as outlined in Section 2.22.10.
- 5.36. The Contractor shall manage the Youth Action Pool (YAP) in partnership with the Division as outlined in Section 2.22.8.
- 5.37. The Contractor shall host the online NH Trails curriculum for youth completion and track data on the completion of individual youth's completion of said content in collaboration with the Division, which shall be on the Division's designated Learning Management System (LMS), Moodle.
- 5.38. The Contractor shall assist the Court Improvement Project (CIP) with the coordination of up to two (2) protocol learnings during the two (2) year period, as needed, which shall include DCYF staff as a portion of the audience).

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- 5.39. The Contractor shall incorporate the youth voice into DCYF and stakeholder activities, which shall include, but not be limited to:
  - 5.39.1. Consultation;
  - 5.39.2. Learning; and
  - 5.39.3. Presentations.
- 5.40. The Contractor shall maintain a pool of at least ten (10) youth currently involved in or who were previously involved to bring a youth voice to advisory boards, conferences, and speakers' bureaus. These youth shall be accommodated to allow for their involvement in school, college, or work.
- 5.41. The Contractor shall maintain a searchable collection of GSC CPE resources.
- 5.42. The Contractor shall maintain a full current calendar accessible to DCYF staff, which includes all (GSC and non GSC) trainings available.
- 5.43. The Contractor shall collaborate with DCYF to plan training cycles for the following to include, but not be limited to:
  - 5.43.1. New staff:
  - 5.43.2. Ongoing training;
  - 5,43.3. Supervisors; and
  - 5.43.4. Attorneys.
- 5.44. The Contractor shall be responsive to needs and preferences of populations served through the ongoing cycle of training evaluation, and shall revise or schedule trainings according to the access and needs of the served populations.
- 5.45. The Contractor shall use best practices, evidence-based learning methods, and the perspectives of birth parents and youth to develop the program training materials.
- 5.46. The Contractor shall engage the populations to be served in a manner to encourage attendance and increase learning.
- 5.47. The Contractor shall meet with and potentially train supervisory and field staff to be active participants in knowledge management and application, to work with new hires.

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## Exhibit A

- 5.48. The Contractor shall provide brief orientations for new and ongoing staff that have varying levels of familiarity, skill and comfort with Moodle and other online technologies to be used.
- 5.49. The Contractor shall provide face-to-face components as well as online Instruction, or a blended format of training.
  - 5.49.1. Face-to-face trainings and simulations shall be scheduled during staff working hours.
  - 5.49.2. For those unavailable during working hours because of employment or school, training segments that do not require face to face interaction with birth parents and youth, can be recorded for use during training. If live interaction is necessary, either videoconferencing can be used during a break in the birth parent/youth's day or the Contractor shall work to schedule a time during the work day that is convenient for all participants.
  - 5.49.3. Trainings that are being moved to an online format shall be available to those employees with a computer, affording them the convenience of completing pre-service and ongoing trainings at their workspace rather than attending a class at an exact time.
- 5.50. The Contractor shall develop an online verification system for CPE.
  - 5.50.1. Moodle users shall create a strong password prior to using the system;
  - 5.50.2. An attestation page shall appear the first time staff log in; and
  - 5.50.3. Staff shall acknowledge and accept the attestation.
- 5.51. The Contractor shall deliver material from birth parents, youth, foster parents, or personnel from other organizations via video-on-demand (asynchronous) format if interaction between trainer and staff is not critical, possibly with the use of monitored discussion forums.
- 5.52. The Contractor shall incorporate and teach the following in trainings, including but not limited to:
  - 5.52.1. APHSA's Organizational Effectiveness Model;
  - 5.52.2. Continuous Quality Improvement (CQI) Cycles; and

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## 5.52.3. Change management.

- 5.53. The Contractor shall work with BOLQI to ensure that continuous improvement efforts meet the needs of DCYF.
- 5.54. The Contractor's Program and Curriculum Specialist, along with trainers, shall stay up-to-date on assessment of safety and risk in child abuse investigations and case work methods with families and integrate that learning into appropriate trainings on the Practice Model and solution-based casework, using the DAPIM model by participating in the following, which shall include, but not be limited to:
  - 5.54.1. Attend workshops;
  - 5.54.2. Participate in webinars; and
  - 5.54.3. Conduct research on topics relating to child welfare and juvenile justice.
- 5.55. The Contractor shall select instructors for courses based upon individual subject matter expertise and specific disciplines, which shall include but not be limited to:
  - 5.55.1. Recommendations from DCYF:
  - 5.55.2. Contractor's instructors:
  - 5,55.3. Mental Health disciplines;
  - 5.55.4. Law enforcement and/or legal disciplines; and
  - 5.55.5. Other external stakeholders deemed useful through consultation with DCYF
- 5.56. The Contractor shall vet all instructors through DCYF.
- 5.57. The Contractor shall require background checks on recurring instructors if an initial check has not been performed.
- 5.58. The Contractor shall use individual course evaluations to assess the effectiveness of each course.

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- 5.59. The Contractor shall compile and analyze the evaluation data on a quarterly basis and provide to DCYF through the Continuous Quality Improvement Report.
- 5.60. The Contractor shall evaluate the curriculum content (in alignment with NH policy and the Practice Model), trainer fidelity to curricula, trainer competence in learning delivery (e.g. knowledge, skill in managing a face to face classroom or on-line environment) and participant engagement should also be part of the learning evaluation system.

Other evaluation measures developed as part of the current research on evaluation must be submitted and approved by the Division for compliance to the contract deliverables.

The evaluation system must ensure learning delivery that is aligned with the DCYF mission, the New Hampshire Practice Model, and must be approved by the DCYF BOLQI Training Administrator, or designee.

- 5.61. The Contractor shall, within the first year of the contract, conduct two (2) DCYF staff Needs Assessments and an additional Needs Assessment of various stakeholders which shall be used to accomplish the following, which shall include, but not be limited to:
  - 5.61.1. Determine training needs:
  - 5.61.2. Identify strengths and gaps;
  - 5.61.3. Seek out remedies to revise and/or change the approach of trainings;
  - 5.61.4. Compare how entities associated with the Division are perceiving worker preparedness, effectiveness, and overall response to the needs of children and youth in care, and the community as a whole; and
  - 5.61.5. The results shall be analyzed separately and then compared for overlap and insight.
- 5.62. The Contractor shall assign Trainer/Coaches to conduct individual staff needs assessments, which shall include, but not be limited to:
  - 5.62.1. Spend one (1) day per-week at a District Office;
  - 5.62.2. Work with staff members in the respective District Office;

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## Exhibit A

- 5.62.3. Rotate through all District Offices and facilities twice yearly so they have an opportunity to work with all staff;
- 5.62.4. Determine what staff training needs are expressed;
- 5.62.5. Determine which trainings work well or need improvement based on staff comments about applying the training concepts in the field;
- 5.62.6. Maintain records of the individual staff needs assessments:
- 5.62.7. Evaluate what skill gaps can be filled for individual training needs.
- 5.62.8. Results of evaluations shall be combined to provide a larger assessment of training improvements and extensions to inform course evaluation, to point to areas where individual instructors need professional development or additional work on training delivery.
- 5.63. The Contractor shall partner with BOLQI to develop an annually administered survey of workforce satisfaction and analyze the results to make continuous improvement.
- 5.64. The Contractor shall provide five (5) sets of in-service learning sessions annually between January and December which shall be identified in collaboration with DCYF, and which shall:
  - 5.64.1. Provide enhanced skill development;
  - 5.64.2. Address DCYF quality improvement priorities;
  - 5.64.3. Refresh key skills and knowledge of staff; and
  - 5.64.4. Be available to staff statewide and include no fewer than thirty (30) hours in each set, for a minimum total of topics to include sixty (60) hours annually;
  - 5.64.5. Include staff's annual learning needs assessment information.
- 5.65. The Contractor shall work collaboratively with DCYF to facilitate cycles of training to meet the requirement for staff's ongoing training needs and advanced planning for staff's schedules.
- 5.66. The Contractor shall meet the program delivery needs of the population served with the following, which shall include, but not be limited to:

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## New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



### Exhibit A

- 5.66.1. Four (4) annual Pre-service learning series to CPSW/JPPO and SYSC staff:
- 5.66.2. Supervisory pre-service learning;
- 5.66.3. Attorney pre-service learning:
- 5.66.4. Ongoing learning opportunities for all populations specified; and
- 5.66.5. Durations specified.
- 5.67. The Contractor shall collaborate with DCYF to meet the training needs of the designated populations with the following, which shall include, but not be limited to:
  - 5.67.1. Revise trainings as needed to enhance learning;
  - 5.67.2. Develop annual new employee training;
  - 5.67.3. Develop annual new employee mentoring series; and
  - 5.67.4. Develop advanced mentoring trainings as specified.
- 5.68. The Contractor shall assist staff, who are located in remote parts of New Hampshire, where broadband internet access with download and upload speeds sufficient to deliver training is not available, to locate nearby sites where this access is available, whether in a nearby district office or town facility.
- 5.69. The Contractor shall provide replacement staff with the necessary background and skills as quickly as possible and provide that staff with intensive training to bring them up to speed on the project, should key personnel, over the course of the contract, leave or be reassigned.
- 5.70. The Contractor shall make every effort to schedule trainings at times, frequencies, locations and modalities that fit the needs and preferences of the populations served.
- 5.71. The Contractor shall collaborate with various stakeholders and Division staff to plan, develop and establish timelines for project completion and intervals when collaborators need to be involved, which shall include, but not be limited to:

5.71.1. Track progress;

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## New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



## Exhibit A

- 5.71.2. Continuous check-in with DCYF staff involved in curriculum development at pre-established intervals;
- 5.71.3. Manage documents and online materials;
- 5.71.4. Track workflow and personnel assigned to each project;
- 5.71.5. Track any arising issues as each Core Academy series, ongoing training, and additional courses run;
- 5.71.6. Increase the involvement of birth and foster parents within trainings as well as including youth and former youth in care in the development and implementation of training;
- 5.71.7. Provide opportunities for individualized feedback to training participants in online trainings by discussion forums, interactive self-assessments, and other evidence-based learning tools; and
- 5.71.8. Attend to changes and adjustment as each course proceeds into active use.
- 5.72. The Contractor shall design an ongoing project management plan based upon the American Public Human Services Association (APHSA) model of project management and shall proceed as follows:
  - 5.72.1. Define priority improvements.
    - 5.72.1.1. Collaborate with the Division to define what is in progress and what measures will need to be taken to meet the recommendations made in the 2016 Quality Assurance Review by the Center for the Support of Families.
    - 5.72.1.2. Incorporate and increase the use of simulation labs in the development of new and existing trainings.
    - 5.72.1.3. Use the DAPIM methods to construct and adapt programs that meet the needs of the targeted staff and associated populations.

## 6. Deliverables

6.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

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- Submit all reports as indicated in Section 4 Reporting. 6.1.1.
- Within ten (10) days of the contract effective date, the Contractor shall 6.1.2. 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) business days of the contract effective date, the 6.1.3. Contractor shall conduct a project kick-off meeting.
- Within ten (10) business days of the kick-off meeting, the Contractor 6.1.4. shall provide a work plan/timeline that defines the milestones, activities, deliverables, and due dates.
- 6.1.5. Schedule weekly project status meetings and provide notes from those meetings to the Department within three (3) business days from the date of the meeting.
- Trainer/Coaches shall be assigned to spend one day per week at a 6.1.6. District Office working with staff.
- Trainer/Coaches shall rotate through all District Offices and facilities 6.1.7. twice yearly so they have an opportunity to work with all staff.
- Within the first six (6) months of the date of the contract, review existing 6.1.8. curricula which shall include, but not be limited to:
  - Identify what is currently working well; 6.1.8.1.
  - 6.1.8.2. What needs immediate remedy; and
  - 6.1.8.3. What needs should be addressed in the future.
- 6.1.9. Within six (6) months of hiring new field child protection and juvenile justice supervisors, identify, develop or adapt a supervisory pre-service curriculum and deliver it in a format that can be offered to these new staff.
- 6.1.10. Within six (6) months of hiring new DCYF attorneys, coordinate with the New Hampshire Department of Justice, Office of the Attorney General, a pre-service learning continuum for these staff, which shall provide knowledge and skill development in providing legal services in child welfare cases.

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- 6,1.11. Services as indicated in the Deliverables of Appendices A, B, and C.
- 6.1.12. An annual new employee mentoring series.
- 6.1.13. Offer five (5) annual in-service trainings for the sixty (60) hours required, or management and payment for approved outside (in-state or out-of-state) workshops.
- 6.1.14. Within the first year of the contract, conduct two (2) DCYF staff Needs Assessments to determine the actual needs of the workforce.
- 6.1.15. Each successive year, conduct annual Needs Assessments of all stakeholders associated with the program to identify strengths and gaps in training and to seek out remedies to address potential gaps and need to revise and/or change the approach of trainings.
- 6.1.16. Deliver Four (4) annual Core Academy training series for Child Protective Service Workers, Juvenile Probation and Parole Officers, and Sununu Youth Services Center staff, to be taken in their first six (6) months of employment.
- 6.1.17. Annually, partner with BOLQI to administer a survey of workforce satisfaction and analyze the results to make continuous improvements.
- 6.1.18. By Year-2 of the program implementation, train faculty in the DCYF Practice Model by GSC/CPE/DCYF staff in order to assure the agency mission is being effectively communicated across the Division as a whole, the community, and to all associated partners and stakeholders, thereby dramatically reducing the current reliance of the program to primarily employ DCYF staff as instructors.
- 6.1.19. Assist the Court Improvement Project (CIP) with the coordination of up to two (2) protocol learnings during a two (2) year period, as needed.
- 6.1.20. Checking in regularly with the YAP members for development as a facilitator within seventy-two (72) hours of an activity to debrief how the activity went and review of the evaluations with them to provide feedback as necessary.
- 6.1.21. Implement action plans while managing communication and capacity.
- 6.1.22. Define priority improvements.

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## New Hampshire Department of Health and Human Services Center for Professional Excellence in Child Welfare



## Exhibit A

- 6.1.23. Proposed staff shall participate with DCYF supervisors to complete the UC-Davis Extension 'Coaching Skills for Managers' in a combined training at the start of the program to include coaching skill building with the expert staff.
- 6.1.24. Host the Annual DCYF Teen Summit in the summer of 2018 and the 2-day Biennial DCYF conference, the first one of which shall occur in the Spring of 2019 or as designated by the Division.
- 6.1.25. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

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## Exhibit B

## Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This contract is funded with funds from the U.S. Department of Health & Human Services, Administration for Children & Families, Children's Bureau, Title IV-E Foster Care Program, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN), 1701NHFOST and U.S. Department of Health and Human Services, Administration for Children and Families, Chafee Foster Care Independent Program, FAIN #1701NHCILP. 90% Federal Funds.
    - General Funds 10%
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor'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 Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than sixty (60) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Heidi. Young@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301

- 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B

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Contractor initials

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## Exhibit 6-1 Budget Worksheel

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

Indirect As A Percent of Direct

Budget Request for: Cooler for Professional Excellence in Child Welfare NF-2016-DC W-48-CENTER

Budget Period: January 1, 2018 - June 30, 2018

	Yotal Program Cost				Contractor Share / Martel		Funded by CHRCS contract share		
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2. Eraphyse Benefits	3 146 391,00	<del>:</del>	146,391,00	\$ 3,804.00	-	\$ 3,804,00			142,587.00
3. Consultants	4 146,381,00	<del>:                                    </del>	140,241,20	,	<del></del>	3 .	1 .	1	
4. Equipment	-	1	· · · · · · · · · · · · · · · · · · ·		<u> </u>	-		<del> </del>	
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6. Travel	1 5,500.00	<del> </del>	5,500,00		<u> </u>	\$ 4,700,00		<del> </del>	9,300,00
	\$ 4,700.00	<del>*</del> 1	4,200.00	4,200.00	•			<del>!                                    </del>	<del></del> _
6. Current Expenses				<u></u>	<u> </u>	<u> </u>		<del>:</del>	2,978.00
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Pestage	750,00	<u> </u>	250.00	·	3	<u> </u>			250.00
Subscriptions	· -	· · · · · · · · · · · · · · · · · · ·	<del>}</del>	<u> </u>	<u> </u>	<u> </u>	-		<del>-</del>
Audt, and Legal	<u> </u>	3	<del>3</del>	<del>*</del>	<u> </u>	• -	· · · · ·	<u> </u>	<u>·</u>
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Board Expenses	1		•				47.50.65	<del>}</del>	
9. Software (Mondle)	3 25,000.00	3	75,000.00	<u> </u>	<u>.                                    </u>		\$ 25,000,00	1 1	25,000.00
10. Marketeg/Communications		3	<u> </u>	<u> </u>	<u> </u>	-	<u> </u>	3	
11. Staff Education and Training	\$ 6,100.00		6,100,00	3 -	<u> </u>		8 8,100,00	<u> </u>	8,100.00
12. Subcontracts/Agreements	3	3	<u> </u>	•		<u></u>	<u> </u>	3 3	
13. Other (specific details mandatory):	1	1 ·	<u> </u>		<u> </u>		<u> </u>		
Coaching Certification through Coursers	\$ 15,000,00	3	15,000.00		*	3 -	15,000.00		15,000.00
		3	\$·	1	8	\$ -	<u> </u>	<u> </u>	<u>.</u>
Tean Summit Conference (FY19, FY20 only)		\$	•	3 .	\$		<u> </u>	<u> </u>	<u>-</u>
Better Together business meets, 2 sessions/2 days	\$ 1,800.00	3	1,600,00	1			1,600.00		1,800.00
Quainess mosts	\$ 425.00	3	425,00	1	1	\$	\$ 425.00		425.00
F&A Expenditures	3 -	\$ 213,174.00	213,174.00		183,354.00			\$ 20,820,00 \$	29,620,00
TOTAL	1 510.540.00	\$ 213,174.00	801,742.90	8 17,842,00	\$ 183,354.00	\$ 200,434.00	\$ \$71,484.00	6 29,630,80 S	601,386.00

### Exhibit 8-2 Button Workshoot

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

### Bidder/Program Name: Grantin State College / Center for Professional Excellence

## Budget Request fest Contactor Professionel Excellence in Child Walfare #PP-2018-0017-IN-QUITER

Dudget Partod: July 1, 2018 - June 30, 7015

	Tetal Propers Cost				orcinetar Chara / Mate)		Punded by DIOCI contract share		
Line Dans	Direct Incremental	ledicoct Flood	lectroct Votal	Direct Incremental	Indirect Floret	Yotal	Direct Incremedal	Fizza	Yotal
1, Total Salary/Wages	3 716,484.00	1	718,484,00	18,559.00	3	\$ 18,569.00			697,915 C
2. Employee Benefits	\$ 265,680.00		785,680.00	7,780.00	3	3 7,780 00	277,000.00	<u> </u>	277,900.0
3. Consultants		1			3			3 3	·
. Equipment	3	1	- · ·	-	\$	3		3 - 3	
Rental	\$ 1,767,00	5	1,787.00		\$	3	1,767,00	3	1,767.0
Repair and Maintenance	\$ - :			3 .	3	•		<u> </u>	
PurchaseDepraciation	1 - 1		<del></del>	1 -	\$	3		3 3	<u>.</u>
5. Supplies:				<del>-</del>	1			8 L S	
Educational	\$ 8,150 00 S	\$	8,150.00	<del>•</del>	1		8,150.00	\$ <u> </u>	8_150 D
(de)		1		i	3	\$		3 3	<u>.</u>
Phermacy	•	· 1		<del>-</del> -				3	
Mediçal	1		•		\$			3	
Office		1			3			1 1	<u> </u>
). Travel	\$ 11,000.00	3	11,000 60	1 .			\$	\$	11,000.0
7. Occupancy	1 0,480.00		8,400.00	5,400.60	<u>.</u>	\$ 8,400.00			· · · · ·
t. Current Expenses	\$			3	\$			<u> </u>	
Telephone	8 0,131,00		6,131,00				8 8,131.00	3 - 3	6,131.0
Postage	\$ 500.00	. 3	500.00		1		\$ 500.00	3	500.0
Subscriptions				1	3			\$	<u>.</u>
Audit and Legal			•		<u> </u>		1	3	
Insurance	1	3 - 3	_			•	3	<u> </u>	<u> </u>
Board Expenses	1 .							1 1	<u>.</u>
9. Software	\$ 25,000.00		25,000.00 {		1	1	\$ 75,000.00	3 . 3	25,000.0
IC. Merketing/Communications	<u> </u>				1 -	8		<u> </u>	<u>·</u>
11. Sarff Education and Training	12,000 00	- 3	12,800 00	3	3	_	12,600.00	3 3	12,600.0
12. Subcontracts/Agreements	<b>5</b>			\$		•	4	1 . 1	
3. Other (specific details mandatory):	: : :							1 11	<u>.</u>
Coaching Certification through Coursers	15,000 00	<u> </u>	15,000.00		\$	1	15,000.00		15,000.0
DCYF Staff Training Conference (SFY18 only)	\$ 00,000,00		80,000.60		1 .	•	3 80,000,00		80,000.0
(sen Summit Conference (FY19, FY20 only)	12,800,00		12,500.00				\$ 12,500.00		12,500.0
Setter Tegether business mexis, 2 sessions/2 days	3,600.00	3	3,600.00		1		3,500,00		3,800.0
Du sinese meals	3 a50.00		850.00			•	\$ 850.00		850.0
&A Experiditures	\$ - 1	405,213.00	405,213.00		\$ 363,470.00			3 41,743.00 \$	41,743,0
TOTAL	8 1,187,842,00 I	AC5,213,00 1	1,592,675,00	34,749,56	\$ 363,470,00	1 391,719,50	1,152,913,00	8 41,743,00 \$	1,194,856.0

### Establi B-3 Budget Worksheet

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

## BiddedProgram Nume: Granite State College / Center for Professional Excellence

Budget Request for: Conser for Professional Excellence to Child Welfare

APP 2018 DOWN 46 CENTER

Budget Period: July 1, 2019 - December 31, 2019

indirect As A Parcent of Direct

	Total Progress Cost				Commenter Chare / Mat	ah	Pended by DHHS contract share		
Line Store	Direct Incremental .	indirect Fixed	Tetal	Direct Incremental	indirect Fixed	Yetal	Direct	(subtract Floor)	Total
1. Total Salary/Wages	3 381,014,00		\$ 351,014.00	9,458.00	<u>.</u>	\$ 8,458.00	\$ 351,550.00	3	351,556.00
2. Employee Benefits	3 141,274.00		141,274.00	3,953.00	8	3 3,963,00	\$ 137,311.00	31	137,311,00
3. Consultants	3 - 1		3 -	\$	3		18 -	\$ \$	•
I. Equipment:	1 - 1					11		8 - 8	
Rerdal	\$ 910.00		\$ 910.00			1.5	\$ 910.00	11	110.00
Rupair and Maintenance	•		1	1	•	3 .		\$ 3	•
Purchase/Depreciation	\$	- 1	•	\$	3	8	[ <del>*   .</del>	\$	:
5. Supplies:			\$			<u> </u>	Γ*L	\$ 3	<u>.</u>
Educational	4,075.00		§ 4,075.00	<del>-</del>	<b>-</b>		\$ 4,075.00	8	4,075.00
Lab	1 - 1	• •	· ·			3	1	3	
Pharmetry	3				•	1	<u> </u>	1 1	
Medical	3 · 1:		• - 1	\$	3	11 -	·	<u> </u>	
Office	1 - 1		\$ _ ·		3			<u> </u>	
8. Travel	\$ 4,000.00		4,000.00	<b>.</b>	\$	3 -	4,000.00	3 1	4,000.00
7. Occupancy	\$ 4,209.00	1	4,200.00	4,200.00		\$ 4,200.00	1 · I	5	
8, Current Expenses	3 - :				3	3		<u> </u>	:
Telephone	3,166.00		3 3,166.00	3	3		3,160.00	1 - 1	3,166.00
Pestage	\$ 250,00		\$ 250 CO	1		3 -	250.00	1 1	250.00
Subscriptions		-	\$ ·	s		<u>.</u>		\$ 3	
Audit and Lagal	4			3		3		3 8	<u>:</u>
Insurance	1		3	5	3	] \$		\$	<u> </u>
Board Expenses	<del>-</del>	<del></del>	<del>•</del> • •		3			3	
9. Software	25,000,00		25,000.00	J	*	\$	25,000.00	1 1	25,000.00
10. Mercetro/Cernmunications	1		• _ • [	8	\$	1 8 .	<u> </u>	3 - 3	
11. Staff Education and Training	6,300,00		6,300.00	\$	\$	1 3 -	8,300,00	3	6,300.00
12. Subcontracts/Agreements	• I		<u> </u>	<b>*</b>	1	<u> </u>		1 3	<u> </u>
13. Other (specific details mandatory):			3	\$	\$	1	· · ·	• • •	
Coaching Certrication through Coursers	15,000 00		\$ 15,000.00	1		3	\$ 15,000.00	<u> </u>	15,000 00
OCYF Staff Treining Continunce (SFY19 only)	- 1		1	‡ <u> </u>	3	11		1 1	
Teen Summit Conference (FY19, FY20 snly)	1 12,600 00		\$ 12,500.00		\$		12,500.00		12,500 00
Detter Tegether business meals, 2 sessions/2 days	1,800,00		1,800.00	1		1	1,800,00		1,800 00
Business meals	\$ 425.00		425.00	<u> </u>		] 3	\$ 425.00		425.00
F&A Emendions	1	703, 139,00	203,039.00	<b>5</b>	3 178,343.00			\$ 25,594.00 \$	25,598.00
TOTAL	A 579,914,00 1	203,839,00	1 00.453,651	17,821.00	8 178,343.00	\$ 195,944.00	\$ 562,293,00	\$ 25,596.00 6	507,483.00



## SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
  of individuals such eligibility determination shall be made in accordance with applicable federal and
  state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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Exhibit C - Special Provisions

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Exhibit C - Special Provisions

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Exhibit C - Special Provisions



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdol/about/ocr/pdfs/cert.pdf.

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall Insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor Identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and relmbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of Implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials

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Exhibit C - Special Provisions

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## **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) Identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- The Division reserves the right to renew the Contract for up to four (4) additional years, subject to
  the continued availability of funds, satisfactory performance of services and approval by the
  Governor and Executive Council.

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## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

## ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord. NH 03301-6505

- The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to Inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D - Certification regarding Drug Free Workplace Requirements
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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

Title:

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2

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## CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as Identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicald Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title (V.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a preregulaite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Contractor Initia

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Exhibit E - Certification Regarding Lobbying Page 1 of 1



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as Identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

## INSTRUCTIONS FOR CERTIFICATION

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (of excluded parties).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

## PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

## LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

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Title:

Contractor Initials

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

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal **Employment Opportunity Plan requirements;**
- the CMI Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1581, 1583, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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Conflication of Compitance with requirements pertaining to Federal Nondscrimination, Equal Treatment of Falth-Based Organizations

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Exhibit G

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