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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.dbhs.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, to amend an existing **Sole Source** cooperative project agreement with Plymouth State University (VC#177866-B010), Plymouth, NH for an educational tuition partnership that will provide educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families, by exercising a renewal option by increasing the price limitation by \$176,266 from \$174,146 to \$350,412 and by extending the completion date from June 30, 2020 to June 30, 2022 effective July 1, 2020 or upon Governor and Council approval, whichever is later. 100% Federal Funds.

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	066-500544	Educational Training	42106012	\$75,842	\$0	\$75,842
2020	066-500544	Educational Training	42106012	\$98,304	\$0	\$98,304
2021	066-500544	Educational Training	42106012	\$0	\$87,856	\$87,856
2022	066-500544	Educational Training	42106012	\$0	\$88,410	\$88,410
<u></u>			Total	\$174,146	\$176,266	\$350,412

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

## EXPLANATION

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

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

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

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

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

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

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

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

As referenced in Exhibit A of the original cooperative project agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

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

#### Area served: Statewide

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

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

Respectfully submit

Commissioner

## AMENDMENT #1 to COOPERATIVE PROJECT AGREEMENT between the STATE OF NEW HAMPSHIRE, Department of Health and Human Scrvices and the Plymouth State University of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

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

## Purpose of Amendment (Choose all applicable items):

Extend the Project Agreement and Project Period end date, at no additional cost to the State.

Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.

Other: Extend the Project Agreement and Project Period end date, with additional associated funding.

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

- Article A. is revised to replace the State Department name of N/A with N/A and/or USNH campus from N/A to N/A.
- Article B. is revised to replace the Project End Date of 06/30/2020 with the revised Project End Date of 06/30/2022, and Exhibit A, article B is revised to replace the Project Period of 06/20/2018 06/30/2020 with 06/20/2018 06/30/2022.
- Article C. is amended to expand Exhibit A by including the proposal titled, "N/A," dated N/A.
- Article D. is amended to change the State Project Administrator to Todd Crumb, Administrator I, Div. for Children, Youth and Families, Bureau of Organizational Learning & Quality Improvement, 129 Pleasant Street, Concord NH 03301, Phone: 603-271-7212 and/or the Campus Project Administrator to N/A.
- Article E. is amended to change the State Project Director to N/A and/or the Campus Project Director to N/A.
- Article F. is amended to add funds in the amount of \$176,266 and will read:

Total State funds in the amount of \$350,412 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

• Article F. is amended to change the cost share requirement and will read:

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

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

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. N/A from N/A under CFDA# N/A. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in

Campus Authorized Official <u>4</u> Date <u>6/8/20</u>20 ł

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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:

Articleis amended in its entirety to read as follows:Articleis 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:	By An Authorized Official of:				
Plymouth State University	New Hampshire Department of Health and				
	Human Services				
Name: Heather A. Arnold, M.Ed.	Name: Joseph E. Ribsam, Jr.				
Title: Director, Office of Sponsored Programs	Title: Director, DCYF				
Signature and Date: New Mar O. and 6/8/2020	Signature and Date: 6/9/2020				
By An Authorized Official of: the New Hampshire Office of the Attorney General Name: Catherine Pinos	By An Authorized Official of: the New Hampshire Governor & Executive Council Name:				
Title: Attorney	Title:				
Signature and Date: Catherine Pinos, 06/10/20	Signature and Date:				

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## EXHIBIT A

### A. Project Title:

- **B. Project Period:** Project Period: July 1, 2018, or date of Governor and Executive Council approval, whichever is later, through June 30, 2022. The Department reserves the right to renew the contract for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council.
- C. Objectives:
- D. Scope of Work:
- E. Deliverables Schedule:
- F. Budget and Invoicing Instructions:
- 1. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2., Subsection 2.2, to read:

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

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

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

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

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PSU Education Tution Partnership

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

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Plymouth State University 85-2019-DCYF-01-PSUED-01-A01 Eunibit 8-4, Amendment #1, Budget Worksheet Page 1 of 1

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Contractor Incluits <u>11.0.</u> Date <u>5/8/2020</u>

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Phymouth State Universay SS-2019-DCYF-01-PSUED-01-AD1 Exhibs B-5, Amendment #1, Budget Worksheet Page 1 of 1

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Contractor Inetists Date\_6/8/2020

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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 5, 2018

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

#### **REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to enter into a **sole source** agreement with Plymouth State University, Vendor #177866-B010, 17 High Street, Plymouth, New Hampshire 03264, for an educational tuition partnership that will provide educational opportunities in the field of social work to qualified current and future employees of the Division for Children, Youth and Families, in an amount not to exceed \$174,146 effective July 1, 2018, upon date of Governor and the Executive Council approval, through June 30, 2020. 100% Federal Funds

Funds are available in the following accounts for 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 without further approval from Governor and Executive Council, if needed and justified.

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
2019	066-500544	Educational Training	42106013	\$75,842.00
2020	066-500544	Educational Training	42106013	\$98,304.00
			Total:	\$174,146.00

#### EXPLANATION

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

His Excellency, Governor Christopher T. Sununu And the Honorable Council Page 2 of 3

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contract will be forthcoming for both Bachelor's and Master's level degrees in social work with the University of New Hampshire.

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

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

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

Since 2000, the DCYF has accepted 30 IV-E interns into the program with Plymouth State University. A survey of both recent graduates and long-term DCYF employees resulted in over eighty percent (80%) stating they planned to stay at DCYF after their Title IV-E agreements ended. Five (5) of the participants were still in their contractual employment period.

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

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

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

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

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

Page 3 of 3

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. In the coming years, Plymouth State University will work with the University of New Hampshire to coordinate data collection efforts related to retention of Child Welfare trainees. This work will begin with the academic year 2017-2018.

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

#### Area Served: Statewide

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

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

Approved by:

espectfully submitted hristine Tappan

sociate Commissioner

Soffrey A. Meyers Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

### COOPERATIVE PROJECT AGREEMENT

between the

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

and the

#### Plymouth State University 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 Plymouth State University, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 6/30/20. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: PSU Education Tuition Partnership

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

## State Project Administrator

Name: Heidi Young, Administrator I	Name: Andrew Ines
Address: Div. for Children, Youth and Families	Address: Plymouth State University
Bureau of Organizational Learning &	Office of Research &
Quality Improvement	. Sponsored Programs 17
129 Pleasant Street	High Street, MSC #51
Concord NH 03301	Plymouth NH 03264
Phone: 603-271-7212	Phone: 603-535-3233

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

## **State Project Director**

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

Phone: 603-271-4693

#### **Campus Project Director**

Name: Dr. Kristina Lind

Address: Plymouth State University 17 High Street, MSC #57 Plymouth NH 03264

**Campus Project Administrator** 

Phone: 603-535-3077

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Campus Authorized Official

F. Total State funds in the amount of \$174,146 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

#### Check if applicable

Campus will cost-share 25 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. from the Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E under CFDA# 93.658; Administration for Children and Families, Adoption Assistance under CFDA #93.659; Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program under CFDA # 93.645; and Administration for Children and Families, Social Services Block Grant under CFDA #93.667. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

#### G. Check if applicable

- Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:
- H. State has chosen not to take possession of equipment purchased under this Project Agreement. State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

By An Authorized Official of: Plymouth State University Name: Andrew Ines Title: Interim Director, Research & Sponsored Programs Signature and Date:

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

By An Authorized Official of: NH Dept of Health and Human Services Name: Christine Tappan

Title: Associate Commissioner Signature and Date:,

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

**Campus Authorized Official** 

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Name:	Migan A-Yapl	· · · ·
Title:	Attorney	
Signature and	Date:	6/11/14

Name	•		
Name:			
Title:		-	•
Signature and Date:		-	
-	••		

**Campus Authorized Official** 

Date

#### EXHIBIT A

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

## EXHIBIT B

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

Special Federal provisions are listed here: None or the Catalog of Federal Domestic Assistance, Federal Agency Department of Health and Human Services, Administration for Children and Families, Foster Care Title IV-E under CFDA #93.658; Administration for Children and Families, Adoption Assistance Title IV-E under CFDA #93.659; Administration for Children and Families, Stephanit Tubbs Jones Child Welfare Services Program under CFDA #93.645; and Afministration for Children and Families, Social Services Block Grant under CFDA #93.667.

**Campus Authorized Official** 



# Exhibit-A-1

## Scope of Services

## Provisions Applicable to All Services

- 1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Vendor shall be identified as a contractor, in accordance with 2 CFR 200.0. *et seq*.
- 1.4. The Division for Children, Youth and Families (DCYF) will accept up to three (3) educationally qualified, full-time students for state fiscal year 2019 and up to four (4) educationally qualified, full-time students for subsequent state fiscal years. DCYF reserves the right to reduce the number of participants; and the right to authorize part-time student participation in the partnership.

### 2. Scope of Work

- 2.1. The Vendor shall award eligible students with tuition assistance, which shall include; but is not limited to:
  - 2.1.1. Selecting eligible students (a maximum of three (3) students for state fiscal year 2019 and up to four (4) students per state fiscal year thereafter) through a competitive screening process which includes the following three (3) steps:
    - 2.1.1.1. Collaborative determination of eligibility of candidacy to the PSU Education Tuition Partnership by the Vendor and a DCYF representative using agreed upon criteria (see Section 5, Criteria for Selection and Service Commitment);
    - 2.1.1.2. Final interview with each candidate facilitated collaboratively by a Selection Committee comprised of the Vendor and two (2) DCYF representatives; and,
    - 2.1.1.3. A day-long shadowing experience and written reflection reviewed by the Selection Committee.
  - 2.1.2. Assuring tuition assistance is equitably awarded to students; and,
  - 2.1.3. Allocating funds for tuition and stipend assistance to be available each semester for the two (2) academic years.

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- 2.2. The Vendor shall assure the provisions of service, internship and reimbursement are accepted and adhered to by the student prior to awarding any tuition assistance by executing the appropriate agreement in Exhibit A-3, Partnership Agreement for Bachelor's Level Social Work Program. The Vendor shall:
  - 2.2.1. Obtain a signed agreement from candidates, who are not current DCYF employees, to accept employment with DCYF at any of its locations, or with pre-approval, to its' parent agency DHHS, within three (3) months of completing the program, prior to the candidate beginning the PSU Education Tuition Partnership Program;
    - 2.2.2. Explain the service commitment requirement (see Section 5.2, Criteria for Service Commitment of Participants) and ensure candidates understanding of repayment should they not follow through with the program;
    - 2.2.3. Ensure that students have an additional "check-in" meeting with the selection committee between selection and internship if the internship will not begin for twelve (12) months or more after the initial acceptance;
    - 2.2.4. Terminate, and explain the repayment requirement to any candidate who fails to follow DCYF policies, upon notification from DCYF, of such failure;
    - 2.2.5. Forward the original agreement to DCYF, retaining a copy for their records;
    - 2.2.6. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within thirty (30) days of any request from DCYF.
    - 2.2.7. Obtain a signed agreement from candidates employed by DCYF regarding service commitment and repayment, if candidate fails to meet the terms of the agreement. The Vendor shall:
      - 2.2.7.1. Explain the service commitment requirement and ensure candidates understanding of repayment should they not follow through with the program requirements;
      - 2.2.7.2. Forward the original agreement to DCYF, retaining a copy for their records; and,
      - 2.2.7.3. Provide DCYF documentation of all costs paid through the program to the Campus on behalf of a candidate required to repay DCYF within thirty (30) days of any request from DCYF.
- 2.3. The Vendor shall develop, update and provide materials, including, but not limited to brochures, and web-site advertising, as approved by the Department, which promote the PSU Education Tuition Partnership Program. The Vendor shall:
  - 2.3.1. Provide students and their families' written and verbal information regarding the PSU Education Tuition Partnership;
  - 2.3.2. Discuss the PSU Education Tuition Partnership as one of the core opportunities at the Field Instruction Training held each winter.

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- Exhibit A-1
- 2.3.3. Hold two (2) annual information meetings for individuals interested in learning more about child welfare job opportunities;
- 2.3.4. Ensure the PSU Education Tuition Partnership application and brochure are available on-line on the Vendor's website, as well as in hard copy publically displayed in the Department of Social Work on Campus.
- 2.3.5. Ensure each DCYF Office and facility receives all updated brochures that describe the PSU Education Tuition Partnership, as approved by the Department.
- 2.4. The Vendor shall accommodate students working full time by making adjustments to their course schedules on an individual basis, as well as offering some evening courses.
- 2.5. The Vendor shall ensure course content is reviewed and updated annually to be consistent with policy and practice improvements made by DCYF, including, but not limited to:
  - 2.5.1. Ensuring the Program Director or his/her designee will participate in the DCYF Professional Development Taskforce at DHHS; and
  - 2.5.2. Ensuring DCYF guest speakers are included in their mandated Child. Maltreatment and Child Welfare and Family Services courses.
- 2.6. The Vendor shall identify and evaluate student participant needs, both as students and prospective or current DCYF employees, which includes, but is not limited to:
  - 2.6.1. Providing recommendations for improvements;
  - 2.6.2. Identifying current program challenges; and,
  - 2.6.3. Addressing barriers to meeting student needs.
- 2.7. The Vendor shall examine Title IV-E program outcomes, which includes, but is not limited to assessing program participant's child welfare knowledge upon entry to the program and post-graduation from the program.
- 2.8. The Vendor shall conduct and results shall be reported to DCYF following each year of internship, a Title IV-E Student Transition Survey, to be co-developed with the Department and includes, but is not limited to:
  - 2.8.1. Ensuring past and present Title IV-E students receive the survey either:
    - 2.8.1.1. In-person;
    - 2.8.1.2. Through use of a Web-based survey; and/or
    - 2.8.1.3. In a group setting arranged.
  - 2.8.2. Collect survey results;
  - 2.8.3. Analyze survey results; and
  - 2.8.4. Provide survey results and summary analysis of the PSU Education Tuition Partnership to the Department.
- 2.9. The Vendor shall collaborate with the DCYF Bureau of Organizational Learning and Quality Improvement (BOLQI), to determine desired outcomes and identify appropriate measurement tools.

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- 2.10. The Vendor shall collaborate with the DCYF BOLQI and the Center for Professional Excellence (CPE) to bring current research and/or curriculum updates to existing DCYF staff training based on current social work research and child welfare practice that aligns with DCYF's Practice Model.
- 2.11. The Vendor shall provide or collaborate on at least one (1) form of research or evaluation annually related to child welfare that can inform and/or impact continuous quality improvement activities in DCYF.
- 2.12. The Vendor shall include the DCYF Training Administrator as a member of the Vendor's Advisory Board and review of curriculum in child welfare to match current State of New Hampshire practices.
- 2.13. The Vendor shall research and collaborate with the Division's Center for Professional Excellence in Child Welfare, integrating DCYF approved content/curriculum as appropriate in the vendor's coursework.

#### 3. Staffing

3.1. The Vendor shall provide staffing that includes, but is not limited to:

3.1.1. Project Director, with a minimum of a Master's level degree in Social Work; and

## 4. Information Security and Privacy

- 4.1. The Vendor shall comply with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Vendor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 4.2. The Vendor shall maintain and secure all curriculum and/or training materials in a confidential area. This includes, but is not limited to:
  - 4.2.1. Any and all case scenarios,
  - 4.2.2. Photographs;
  - 4.2.3. Case information;
  - 4.2.4. Training data; and
  - 4.2.5. Training records of attendees through this contract.
- 4.3. The Vendor shall ensure that in the performance of services involving the collection, transmission, storage, or disposition of data obtained or created on behalf of DHHS, shall be subject to the requirements stated in Exhibit A-4.
- 4.4. The Vendor shall ensure that in the performance of services involving the collection, transmission, storage, or disposition of data containing protected health information (PHI), or in the case of substance use disorder (SUD) data created by a Part 2 provider on behalf of DHHS, shall be subject to the requirements stated in Exhibit A-2 and 45 CFR Part 2.
- 4.5. The Vendor 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 in Exhibit A-4, Exhibit A-2, and all applicable NH Department of Information Technology (DoIT) standards, policies, and procedures.

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Vendor Initials <u>AI</u> Date <u>SI21</u>18

4.6. The Vendor shall ensure that in the performance of any services, all staff members shall have training in confidentiality and information security relating to the information, files and data that is involved in the performance of the contract.

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4.7. The Vendor shall ensure that any website designed, created, or managed on behalf of DHHS will meet all NH DoIT website requirements, and that-any personal information (PI) or other confidential information solicited, shall not be stored or captured on the website and shall not be further disclosed except as provided in the contract. The solicitation or disclosure of any PI or other confidential information shall be subject to the requirements of Exhibit A-2 and Exhibit A-4, 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, vendor agrees that site visitation will not be tracked for website analytics or marketing.

## 5. Criteria for Selection and Service Commitment

- 5.1. The Vendor shall utilize Criteria for Selection/Acceptance into the PSU-BSW which includes, but is not limited to:
  - 5.1.1. Individual must be enrolled in BSW Program (Sample Schedule and Course Descriptions located on Campus website);
  - 5.1.2. Student must be at minimum of Junior status;
  - 5.1.3. Student must provide documented proof of acceptance into the BSW Program; and,
  - 5.1.4. Candidate must be in good standing with the PSU-DSW.
  - 5.1.5. A timely submitted written application including a 3-4 page essay detailing the following:
    - 5.1.5.1. Personal information, background, education, and experience relating to social work and child welfare;
    - 5.1.5.2. How a BSW would improve the quality of the candidate's capacity for working in the field of child welfare;
    - 5.1.5.3. Feedback on the realistic job previews for the Child Protective Service Worker and the Youth Counselor;
    - 5.1.5.4. Description of the candidate's current child welfare job, if applicable, including caseloads and responsibilities;
    - 5.1.5.5. Description of how the candidate sees themselves working for DCYF post-graduation and how that fits into their career goals; and
    - 5.1.5.6. Description of all relevant volunteer activities.
  - 5.1.6. Three (3) letters of recommendation. Each letter shall include, at a minimum:
    - 5.1.6.1. In what capacity that person has worked with the candidate;
    - 5.1.6.2. How long they have known the candidate;
    - 5.1.6.3. Why they are recommending the candidate for the PSU-ETP; and,

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		5.1.6.4.	If the candidate is currently an employee of DCYF, one (1) of the letters of recommendation must be submitted by his or her immediate supervisor and detail the following:
			<ul> <li>a. How the supervisor thinks a BSW will improve the quality of the candidate's work;</li> <li>b. Commitment to and outline of how the supervisor will adjust the candidate's job responsibilities (i.e. flex time);</li> <li>c. Evaluation of the candidate's job performance, strengths and areas needing improvement; and</li> <li>d. What qualities the applicant possesses that would make him/her deserving of acceptance into the program.</li> </ul>
	5.1.7.	potentiall able to fu and succ Services	didate is not a current employee of DCYF, to ensure that he or she is y eligible for future employment with DCYF and therefore potentially ulfill the PSU- ETP service commitment, the candidate must submit to cessfully pass a criminal background, Bureau of Elderly and Adult check and DCYF Central Registry check, at the time of application he start of their internship, if over twelve (12) months since initial
• . -	5.1.8.	ETP Prog	PSU-DSW has determined the set of eligible candidates, the PSU- gram Director will coordinate a schedule for candidate interviews with ction Committee.
	5. <b>1.9</b> .	three (3 questions	ndidate shall complete an interview that is conducted with at least ) members of the Selection Committee. Suggested interview s include:
		5.1.9.1. 5.1.9.2.	Why do you want to be a part of DCYF? Could you summarize your reaction to the DCYF Realistic Job Previews for both Child Protective Service Workers and Youth Counselors?
		5.1.9.3.	What do you feel are your strengths and areas needing improvement?
		5.1.9. <del>4</del> .	Why do you think you should be chosen for this program?
		5.1.9.5 <i>.</i>	How will you balance your school and work responsibilities?
		<b>5400</b>	Liste evenestive de very feel yeur ee worken ond evenenioer will be

- 5.1.9.6. How supportive do you feel your co-workers and supervisor will be of your decision to further your education?
- 5.1.9.7. Where do you see yourself in five (5) years?
- 5.1.10. The Selection committee shall determine whether non-employee candidates will be referred for a one-day job shadowing in a DCYF office.

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Vendor Initials Date



5.1.10.1. The PSU Project Coordinator will arrange a shadowing date with DCYF if needed; and,

- 5.1.10.2. Upon completion of the shadowing experience, candidates will submit a one-page written reflection of their experience to the committee for consideration in the selection process.
- <u>Objectivity</u>: No candidates will be offered a place in the PSU-ETP program until all components of the selection process have been completed, including the job shadowing and written reflection.
- 5.1.11 The Selection Committee shall make the final selection of PSU-ETP participants from the pool of candidates they have determined eligible for the PSU-ETP program. Final candidate selection will be based on a point system. The written components of the application and the interview will be weighted as follows:

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

#### 5.2. Criteria for Service Commitment of Participants

- 5.2.1. The Vendor shall utilize the Criteria for Service Commitment of Participants for participants in the PSU-DSW, which includes, but is not limited to:
- 5.2.2. Participants shall have a service commitment to the Division for Children, Youth and Families of two (2) years of full-time employment for each academic year (two (2) semesters) of education provided through the PSU-ETP.
- 5.2.3. Part-time students will have a modified commitment period of one (1) year of full-time DCYF employment for each academic year (two (2) semesters) of education provided.
- 5.2.4. This service commitment cannot begin to be met until the participant has successfully completed the PSU-ETP and received their BSW from the Campus.
  - 5.2.4.1 DCYF reserves the right to allow the service commitment to be met through employment in its parent agency, the New Hampshire Department of Health and Human Services. Exercise of this right may be made on an individual participant basis and only upon approval of the DCYF Director.

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5.2.5.	All participants are required to possess and maintain a valid driver's license, reliable transportation, liability insurance and for them to successfully pass another criminal records, DCYF Central Registry check and a BEAS check prior to beginning the participant's practicum experience. These requirements shall be met, and remain in full force, for a period no less than two (2) months after completing the PSU-ETP.						
5.2.6.	If said participant, due to unforeseen circumstances (illness of self or immediate family member), must break off or take leave of absence from their education, a letter of explanation must be sent, by the participant, to the PSU-ETP Program Director.						
	5.2.6.1.	The letter should include date of anticipated return, if any;					
	5.2.6.2.	The PSU-ETP Program Director will make a recommendation for acceptance to the DCYF Director or his/her Designee.					
	5.2.6.3.	If the participant does not return, he/she will be required to refund the entire amount of tuition, stipends and including an additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.					
5.2.7.	If said participant does not accept employment with DCYF or, with approva its parent agency DHHS, or voluntarily leaves employment prior to fulfilling the service commitment referenced above, or fails to complete all of the require coursework (achieving at least the grade of "C" in foundation courses an formally applying for the "Option in Child and Family Services"), he/she will be required to refund the entire amount of tuition, stipends and an addition administrative fee of 10% of the total cost expended through the program of behalf of the participant.						
	5.2.7.1.	No refund will be required if there is not a job vacancy within three (3) months of the participant's completion of the PSU-ETP and receipt of their BSW, or if DCYF does not hire the participant within three (3) months or approve employment elsewhere in DHHS as a means to fulfill the service commitment.					
5.3. The Ver Support		utilize the following criteria for Determination of Tuition and/or Stipend					
5.3.1.	The tuition program	on amount shall be limited to the tuition levels for the Campus's BSW .					
• •	5.3.1.1.	Stipends shall be made available to participants that are in full-time student status only for each semester of the two (2) academic years;					
	5.3.1.2.	Stipend may be used to purchase books, materials and other necessities required to complete the program;					

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		5.3.1.3.	Participants' travel costs associated with traveling to and fro classrooms and/or practicum are not supported through th agreement;	
۰.	• •	5.3.1.4.	Full-time BSW students shall be awarded a \$1,500 stipend p semester, not to exceed \$3,000 per academic year.	er
:	5.3.2.	and/or pr	nts' travel costs associated with traveling to and from classroon racticum shall be supported directly by DCYF, only if the location d from the Campus.	
		5.3.2.1.	Such costs shall be reimbursed to participants through the sam process utilized by DCYF employees;	ne
		5.3.2.2.	It shall be a participant's responsibility to seek such reimburseme and to comply with the same requirements for timely filing requests as DCYF employees; and	
· ·		5.3.2.3.	Participants who do not comply with such requirements shall not t entitled to the requested travel reimbursement.	oe
<sup>′</sup> 5.4. <sup>′</sup>	The Ven	dor shall e	ensure participants adhere to the following requirements:	
	5.4.1.	the Cam	nts shall complete all required coursework for a BSW, as outlined lipus's Department of Social Work and attend all DCYF pre-servic offered during their participation in the program, unless previous ;	ce
	5.4.2.	BSW Pa courses;	articipants in the Social Work Major shall complete the followin	ng
		5.4.2.1.	"Child Maltreatment";	
		5.4.2.2.	"Child Welfare and Family Services";	
		5.4.2.3.	*Case Management and Advocacy";	
		5.4.2.4.	One elective course in the area of diversity, as listed by the Department of Social Work;	he
		5.4.2.5.	One seminar, to be determined by the PSU-DTP Program Director and	or;
		5.4.2.6.	One Social Work Field Practicum completed at DCYF.	
	5.4.3.		nts shall seek a waiver from the PSU-ETP Program Director whe attend DCYF pre-services trainings;	en
	5.4.4.	of Social	ipants must remain in good standing with the Campus's Departme Work and with DCYF throughout the completion of the PSU-ETP vill be required to refund the entire amount of tuition, stipends and a	or
	C1-1-11-1		· · · · · · · · · · · · · · · · · · ·	

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additional administrative fee of 10% of the total cost expended through the program on behalf of the participant.

## 6. Reporting

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

## 7. Deliverables

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

Plymouth State University of the University System of New Hampshire

Exhibit A-1

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#### Exhibit A-1

#### Department annually;

- 7.8. The Vendor shall provide or collaborate on at least one (1) form of research or evaluation, annually, related to child welfare that can inform and/or impact continuous guality improvement activities in DCYF;
- 7.9. The Vendor shall provide survey results annually from participants, UNH Education Tuition Partnership (ETP) Director, DCYF student intern Supervisors, post graduate students, and DCYF Program staff, which shall include, but not be limited to:
  - 7.9.1. The names of the participants, their grades, and courses taken; and
  - 7.9.2. An assessment of participant's knowledge regarding child welfare (including their knowledge of NH's system) upon entering the program and after graduation.

#### Plymouth State University of the University System of New Hampshire

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Vendor Initials Date 5 21/18

#### STANDARD EXHIBIT A-2

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

Project Title: <u>Cooperative Project Agreement, Page 1, Paragraph C (Project Title)</u>

Project Period: Cooperative Project Agreement, Page 1, Paragraph B (Effective Date)

#### BUSINESS ASSOCIATE AGREEMENT

#### (1) <u>Definitions</u>.

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

Health Insurance Portability and Accountability Act Exhibit A-2 Business Associate Agreement Page 1 of 6

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- k. "<u>Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- I. "<u>Protected Health Information</u>" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- m. "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. "<u>Security Rule</u>" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- p. <u>"Unsecured Protected Health Information</u>" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. <u>Other Definitions</u> All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

#### (2) Use and Disclosure of Protected Health Information.

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

Health Insurance Portability and Accountability Act Exhibit A-2 Business Associate Agreement Page 2 of 6

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remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay and in no case later than two (2) business days following the date upon which the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to the following information, to the extent it is known by the Business Associate:
- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person who used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

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

Health Insurance Portability and Accountability Act Exhibit A-2 Business Associate Agreement Page 3 of 6

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AT 5/21/18 enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

Health Insurance Portability and Accountability Act Exhibit A-2 Business Associate Agreement Page 4 of 6

Revised 09/30/13

### (4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164,506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### (5) <u>Termination for Cause</u>

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

#### (6) <u>Miscellaneous</u>

a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- . b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
  - c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. <u>Segregation</u>. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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f. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

ure of Authorized Representative Signa

Authorized Representative Printed Name

Title of Authorized Representative

Date

PLYMOUTH STATE UNIVERSITY

The Cont

Signature of Authorized Representative

NDREW INES Authorized Representative Printed Name

INTEREM DERELTOR, ORSP

Title of Authorized Representative

Date

Health Insurance Portability and Accountability Act Exhibit A-2 Business Associate Agreement Page 6 of 6

Revised 09/30/13

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## Exhibit A-3

## Bachelor's Level Social Work Program Agreement Child Welfare Educational Tuition Partnership NH DHHS Division for Children, Youth and Families PSU Department of Social Work

## and

#### \_\_\_\_, Recipient/Student

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

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

#### I. The Agency Agrees to:

- A. Pay the Plymouth State University (PSU) the tuition for said Recipient/Student who is currently enrolled in the Bachelor's Level Social Work Program at PSU, and has enough credits to be a junior or senior.
- B. Contract with the Plymouth State University (PSU) to pay all mandatory fees (i.e. registration costs) imposed on students by PSU.
- C. Contract with Plymouth State University (PSU) to pay a minimal stipend to the Recipient/Student if the Recipient/Student is a full-time student for the two (2) years while enrolled in the Bachelor's Level Social Work Program. This stipend may be used to purchase books, materials, and other necessities required to complete the program.

D. Coordinate, assist and/or arrange practica for the Recipient/Student within NH DCYF.

- E. If the Recipient/Student is currently employed by the Agency, allow said Recipient/Student to work a "flex time" schedule that will allow attendance to classes and practica as required if during normal work hours of the Agency (8:00 AM-4:30 PM). The alternative work schedule associated with this flextime provision must total at least 37.5 scheduled work hours per week.
- F. This agreement shall not support other costs associated with the completion of the program including travel costs to and from classrooms and/or practica.
- G. Notify the Recipient/Student of employment opportunities within the Agency that are deemed appropriate and for which the Recipient/Student meets the minimum job qualifications as required by the NH Division of Personnel.

G/2/18

#### The Recipient/Student Agrees to:

- A. Participate in and fulfill all requirements of the Bachelor's Level Social Work program and curriculum prescribed by the PSU Department of Social Work, subject to approval by the School's faculty advisor.
- B. Participate in and fulfill all requirements of the required courses as outlined for the Child Welfare Program within the Department of social work.
- C. Reimburse the Agency, within 30 days from such occurrence, for the amount of tuition paid for these courses, as well as all mandatory fees and stipends paid and an additional administrative fee of 10% of the total cost expended by the Agency on the Recipient/Student's behalf, if said Recipient/Student does any of the following:
  - a. Fails to complete the course(s);
  - b. Receives a grade of C- or less in any of the nine (9) foundation social work courses required for the major;
  - c. Does not accept employment with the Agency, if and when offered by the Agency, and does not complete a service time commitment to the Agency of two years of full-time employment for each educational year of tuition and/or stipend assistance paid by the Agency on the Recipient/Student's behalf;
    - (1) Service time commitment begins being served upon the Recipient/Student's first day of employment at the Agency.
    - (2) Acceptance of Agency offers of employment include offers in any of its district offices throughout the state when a vacancy is available.
      - (a) The Recipient/Student is responsible for maintaining contact with the Agency for the purpose of exploring employment opportunities with the Agency. Failure to maintain such contact shall constitute a failure to accept employment with the Agency.
      - (b) If the Agency does not have a vacancy available or does not attempt to make an offer of employment within two (3) months of the Recipient/Student's completion of the Program, Section II, C.c shall be waived by the Agency.
  - d. As a current employee of the Agency, does not fulfill the service time commitment stated in Section II, C. above.
    - (1) For current employees of the Agency, service time commitment begins being served upon the Recipient/Student's next regular day of employment following the Recipient/Student's completion of the coursework referenced in Section II, B above.
- D. Prior to participating in the program practicum, the Recipient/Student will adhere to, submit to, and sign in agreement:
  - a. All DCYF program requirements as outlined in DCYF's Candidates for Internships Policy (2916)
  - b. That they possess a valid driver's license, have reliable transportation and liability insurance;
  - c. A criminal records check;
  - d. The DCYF Ethics Policy; and
  - e. The DCYF Confidentiality Policy.
- E. Maintain a valid driver's license, have reliable transportation and liability insurance, and successfully pass a criminal records check, upon completion of the program and for six months thereafter, to ensure the Recipient/Student's ability to accept an Agency offer of employment (see Section II; C.c above).
- F. The Recipient/Student hereby waives the right to raise any setoff or counterclaim against the Agency in any action brought by the Agency to collect any amount of money due to the Agency under this Agreement.

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

#### II. PSU Agrees to:

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

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

Recipient/Stude	nt		Date	
	· · · ·		•	
AGENCY: DC	YF Director or Designee		Date	
	· · · · · · · · · · · · · · · · · · ·	-	·	
UNH: Chair of	the Dept. of Social Work or Designee		Date	
			. •	
State of New Ha	mpshire, County of		<u> </u>	
On this	day of	_, 20,	_, before me, the undersigned	i officer,

(Recipient/Student)

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

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

Notary Public/Justice of the Peace

Updated - 4/17/2018

Exhibit A-4



## **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 Card Industry (PCI), and or other sensitive and confidential information.

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

V4, Last update 04.04.2018

Exhibit A-4 DHHS Information Security Requirements Page 1 of 9 Contractor Initials AC

## Exhibit A-4



#### DHHS Information Security Requirements

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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto:
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

V4. Last update 04.04.2018

Exhibit A-4 DHHS Information Security Requirements Page 2 of 9

Contractor Initials 5/2/18

## Exhibit A-4



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

## METHODS OF SECURE TRANSMISSION OF DATA

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

V4, Last update 04.04.2018

Exhibit A-4 DHHS Information Security Requirements Page 3 of 9

nitials <u>NJ</u> Date 5(2/18 Contractor Initials

#### Exhibit A-4



#### **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 employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Exhibit A-4 DHHS Information Security Requirements Page 4 of 9

Contractor Initials Date 5/21/8

Exhibit A-4



## **DHHS Information Security Requirements**

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

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

#### B. Disposition

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

V4, Last update 04.04.2018

Exhibit A-4 DHHS Information Security Requirements Page 5 of 9

Contractor Initials 5/2/18

## Exhibit A-4



## **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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.
- 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

V4. Last update 04.04.2018

Exhibit A-4 DHHS Information Security Requirements Page 6 of 9

 $\frac{\text{HL}}{\text{Date} 5/2}$ Contractor Initials

Exhibit A-4



## **DHHS Information Security Requirements**

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/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.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

V4. Last update 04.04.2018

Exhibit A-4 DHHS Information Security Requirements Page 7 of 9

nitials <u>H</u>F Date <u>5/21/18</u> Contractor Initials

## Exhibit A-4



#### DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

 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 learns 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;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Exhibit A-4 DHHS Information Security Requirements Page 8 of 9

Contractor Initials Date 5/24/18

## Exhibit A-4



## **DHHS Information Security Requirements**

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

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

### VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov DHHSPrivacy.Officer@dhhs.nh.gov



, Exhibit A-4 DHHS Information Security Requirements Page 9 of 9

Contractor Initials Date 5121118



## Exhibit B-1

## Method and Conditions Precedent to Payment

- The Vendor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Vendor's current and/or future funding.
- 2. Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 2.2. The Vendor will submit detailed invoices to the State on regular Campus invoice forms, no more frequently than monthly and no less frequently than quarterly, which identifies and requests reimbursement for authorized detailed expenses incurred in the prior month and in accordance to Exhibits B-2 Budget Worksheet and B-3 Budget Worksheet. Invoices will show current and cumulative expenses by major cost categories.
  - 2.3. The Vendor will provide a report of the SFY expenses in accordance with the budget categories in Exhibit B-2 Budget Worksheet and Exhibit B-3 Budget Worksheet by July 30th of each year.
  - 2:4. The State shall make payment to the Vendor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Vendor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.5. The final invoice shall be due to the State no later than forty-five (45) days after the contract end date.
  - 2.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

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

2.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1. Scope of Services and in this Exhibit B-1, Method and Conditions Precedent to Payment.

Plymouth State University of the University System of New Hampshire

Exhibit B-1

Contractor Initial's Date

SS-2019-DCYF-01-PSUED

Page 1 of 1

#### Exhibit B-2 Budget Works

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

.

Bidder/Program Name: Plymouth State University

#### Budget Request for: \$5-2019-OCYF-01-PSUED - Education Tultion Partnership (Name of PAPP)

## (News at APP) Budget Period: 7/01/2018 thru 6/30/2819 (SFY 2819)

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Exhibit B-3 Budget Worksheet

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

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#### BiddenProgram Name: Plymouth State University

#### Budget Request for: \$\$-2019-DCYF-01-PSUED - Education Tuition Partnership

(New of NTT)

#### Budget Period: 7/91/2019 thru 6/30/2020 SFY 2020

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C/