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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver  
Commissioner

Karen E. Hebert  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
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November 6, 2023

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 of Economic Stability, to enter into a **Sole Source** amendment to an existing contract with Center For Policy Research (VC#285156), Denver, CO to provide a representative to testify upon request regarding the review of and recommendations for the New Hampshire Child Support Guidelines, if necessary by extending the completion date from December 31, 2023 to June 30, 2024, effective January 1, 2024, upon Governor and Council approval, with no change to the price limitation of \$136,478. 66% Federal Funds. 34% General Funds.

The original contract was approved by Governor and Council on January 12, 2022, item #21 and most recently amended with Governor and Council approval on February 8, 2023, item #21.

**EXPLANATION**


This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. If requested, it will be necessary for the Contractor to testify before the New Hampshire State Legislature regarding the subject matter contained in the Report, which the Contractor authored regarding the New Hampshire Child Support Guidelines.

The purpose of this request is to permit the Contractor to provide this testimony, which, if requested, is the final deliverable of this contract. The Contractor conducted a formal review of New Hampshire's Child Support Guidelines in accordance with 45 CFR 302.56(e) and NH RSA 458-C:6. This testimony would occur after the end of the contract, but prior to July 1, 2024; therefore, the Department is requesting to extend this Agreement for six (6) months.

Should the Governor and Council not authorize this request, the State's legislative committees would not be able to exercise the opportunity to hear from and ask questions of the Contractor regarding their review and recommendations.

Area served: Statewide.

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Guidelines Review contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Center for Policy Research ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 12, 2022 (Item #21), as amended on February 8, 2023 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2024

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2024 upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/2/2023

Date

DocuSigned by:  
*Karen Hebert*  
628C6CEB1B4A416...

Name: Karen Hebert  
Title: Division Director

Center for Policy Research

10/31/2023

Date

DocuSigned by:  
*Jessica S. Pearson*  
E1E9BE27CC2C478...

Name: Jessica S. Pearson  
Title: Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/3/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844941460...

Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

# State of New Hampshire

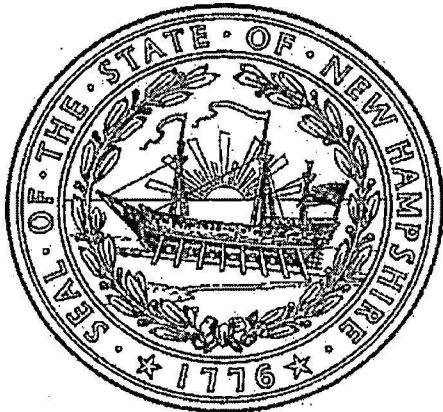
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CENTER FOR POLICY RESEARCH is a Colorado Nonprofit Corporation registered to transact business in New Hampshire on December 13, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **888135**

Certificate Number: **0006339921**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Lanae Davis, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Center for Policy Research  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 19, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

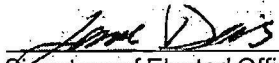
**VOTED:** That Jessica Pearson (Director) (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Center for Policy Research to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/30/2023

  
\_\_\_\_\_  
Signature of Elected Officer.  
Name: Lanae Davis  
Title: Secretary





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## **Mission Statement for Center for Policy Research**

### **Our Mission Statement**

Our mission is to improve the lives of individuals, children, and families who face social and economic barriers by providing customized research, evaluation, and technical assistance to human services practitioners and policy makers.



**CENTER FOR POLICY RESEARCH**

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

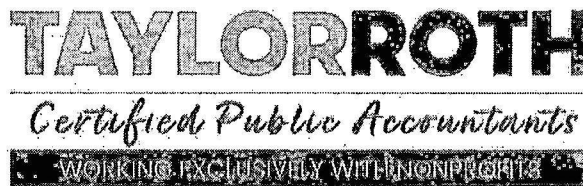
FOR THE YEAR ENDED DECEMBER 31, 2022

TOGETHER WITH INDEPENDENT AUDITORS' REPORT

**CENTER FOR POLICY RESEARCH**  
**FINANCIAL STATEMENTS**  
**AND SUPPLEMENTARY INFORMATION**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

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October 11, 2023

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Center for Policy Research  
Denver, Colorado

**Opinion**

We have audited the accompanying financial statements of **Center for Policy Research** (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Center for Policy Research as of December 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Center for Policy Research and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Center for Policy Research's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Center for Policy Research's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Center for Policy Research's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### ***Report on Summarized Comparative Information***

We have previously audited the Center for Policy Research's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 16, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### ***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Indirect Cost Rate Calculation on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Taylor Roth and Company PLLC*

TAYLOR, ROTH AND COMPANY, PLLC  
CERTIFIED PUBLIC ACCOUNTANTS  
DENVER, COLORADO

**CENTER FOR POLICY RESEARCH**  
**STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31, 2022**  
**(WITH COMPARATIVE TOTALS FOR 2021)**

	<u>2022</u>	<u>2021</u>
<u>Assets</u>		
Cash and cash equivalents	\$ 220,066	\$ 174,630
Cash and cash equivalents - retirement account	7,453	19,644
Contracts receivable	354,766	747,298
Prepaid expenses	33,300	25,667
Investments (Note 3)	2,347,945	1,775,094
Property and equipment, net (Note 4)	2,713	4,516
Total assets	<u>\$ 2,966,243</u>	<u>\$ 2,746,849</u>
<u>Liabilities and net assets</u>		
<u>Liabilities</u>		
Accounts payable	\$ 58,552	\$ 11,369
Accrued payroll costs	28,094	40,816
Total liabilities	<u>86,646</u>	<u>52,185</u>
<u>Net assets</u>		
<u>Without donor restrictions</u>		
Undesignated	2,787,903	2,524,369
Net investment in fixed assets	2,713	4,516
Board designated reserve (Note 5)	88,981	165,779
Total net assets	<u>2,879,597</u>	<u>2,694,664</u>
Total liabilities and net assets	<u>\$ 2,966,243</u>	<u>\$ 2,746,849</u>

The accompanying notes are an integral part of these financial statements

**CENTER FOR POLICY RESEARCH**  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2022  
(WITH COMPARATIVE TOTALS FOR 2021)

	<u>2022</u>	<u>2021</u>
<u>Revenue and other support</u>		
Contracts	\$ 2,367,841	\$ 2,153,010
Investment income, net of fees (Note 3)	(292,149)	197,731
Paycheck Protection Program loan forgiveness	-	123,200
Other income	-	10,285
Total revenue and other support	<u>2,075,692</u>	<u>2,484,226</u>
<u>Expense</u>		
Program services	1,493,705	1,038,000
Management and general	397,054	349,793
Total expense	<u>1,890,759</u>	<u>1,387,793</u>
Change in net assets	184,933	1,096,433
Net assets, beginning of year	<u>2,694,664</u>	<u>1,598,231</u>
Net assets, end of year	<u>\$ 2,879,597</u>	<u>\$ 2,694,664</u>

The accompanying notes are an integral part of these financial statements

**CENTER FOR POLICY RESEARCH**  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2022  
(WITH COMPARATIVE TOTALS FOR 2021)

	2022			2021
	Program Services	Management and General	Total	Total
Salaries	\$ 482,192	\$ 162,100	\$ 644,292	\$ 620,873
Payroll taxes and benefits	241,117	79,300	320,417	285,500
Grants to others - Subawards	433,759	-	433,759	117,705
Consulting	321,858	9,380	331,238	213,192
Occupancy	-	66,487	66,487	65,654
Professional fees	1,158	12,092	13,250	1,522
Travel	9,760	2,946	12,706	2,178
Accounting and auditing	-	10,858	10,858	12,616
Insurance	-	8,510	8,510	8,587
Dues and conferences	1,949	4,909	6,858	2,780
Technology support	-	5,963	5,963	11,162
Supplies	324	5,245	5,569	7,667
Small equipment	-	4,661	4,661	12,576
Telephone	681	3,901	4,582	4,388
Business licenses	258	2,000	2,258	1,125
Marketing	-	2,069	2,069	1,664
Training	649	1,233	1,882	6,840
Postage	-	1,072	1,072	1,048
Printing	-	269	269	1,567
Other	-	12,256	12,256	9,150
	<u>1,493,705</u>	<u>395,251</u>	<u>1,888,956</u>	<u>1,387,793</u>
Depreciation	-	1,803	1,803	-
Total expenses	<u>\$ 1,493,705</u>	<u>\$ 397,054</u>	<u>\$ 1,890,759</u>	<u>\$ 1,387,793</u>

The accompanying notes are an integral part of these financial statements

**CENTER FOR POLICY RESEARCH**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**  
**(WITH COMPARATIVE TOTALS FOR 2021)**

	<u>2022</u>	<u>2021</u>
<u>Cash flows from operating activities</u>		
Change in net assets	\$ 184,933	\$ 1,096,433
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	1,803	-
Net (gains) losses on investments	334,325	(168,720)
Paycheck Protection Program forgiveness	-	(123,200)
<u>Changes in operating assets and liabilities</u>		
(Increase) decrease in contracts receivable	392,532	(627,427)
(Increase) decrease in prepaid expenses	(7,633)	(8,667)
Increase(decrease) in accounts payable	47,183	(81,346)
Increase(decrease) in payroll accruals	(12,722)	11,891
Net cash provided(used) by operating activities	<u>940,421</u>	<u>98,964</u>
<u>Cash flows from investing activities</u>		
(Purchases) of investments	(1,235,000)	(717,777)
Proceeds from investments	370,000	405,000
(Reinvestment) of interest and dividends	(42,176)	(29,011)
(Purchases) of fixed assets	-	(2,357)
Net cash provided(used) by investing activities	<u>(907,176)</u>	<u>(344,145)</u>
Net increase (decrease) in cash and cash equivalents	33,245	(245,181)
Cash and cash equivalents, beginning of year	<u>194,274</u>	<u>439,455</u>
Cash and cash equivalents, end of year	<u>\$ 227,519</u>	<u>\$ 194,274</u>

The accompanying notes are an integral part of these financial statements



**CENTER FOR POLICY RESEARCH**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022**

**NOTE 1 - NATURE OF ACTIVITIES**

The Center for Policy Research (the Organization) was established for conducting, supporting, assisting and contributing to education, training and research in public policy issues. The Organization is supported primarily through contracts. The Organization operates the following major programs:

- Colorado Pathways to Success - Youth at Risk of Homelessness Phase III Summative Evaluation: 2020-2025 - Contract with Mathematica Policy Research pursuant to the Youth at Risk of Homelessness Grant from the Department of Human Services, Administration of Children and Families, Children's Bureau to conduct a summative evaluation of the Colorado Pathways to Success (Pathways) intervention. Pathways is an innovative service model developed alongside the Colorado Department of Human Services, Office of Children, Youth, and Families, designed to prevent and address homelessness for at-risk youth who have a history of child welfare and foster care involvement. The summative evaluation is actively being implemented statewide in Colorado, with both treatment and comparison outcomes recorded in a centralized database administered by CPR. Study enrollment began in September 2021 and is anticipated to span 27 months.
- SAFE Access for Victims' Economic Security (SAVES) Center - Colorado Department of Human Services, Division of Child Support Services, 2022-2023 - Contract with CDHS/DCSS pursuant to a prime award from the Federal Office of Child Support Services. This is the first year of a five-year award to CPR to create and operate the SAVES Center which will provide training and technical assistance for 12 states and 1 tribal child support program that have received SAVES demonstration grants. In addition, the SAVES Center will maintain a national clearinghouse of promising practices for safe access to child support and parenting time services. The SAVES Center will also conduct and disseminate national research on domestic violence survivors' barriers and needs related to child support and parenting time services. The SAVES Center project involves very substantial sub-awards with two partner organizations: Child Trends and Caminar Latino: Latinos United for Peace and Justice (LUPE).
- LCO Good Life - Bright Futures for Ojibwe Youth 2022-2025 -Contract with Lac Courte Oreilles (LCO) Tribal Child support program to evaluate a federal demonstration project entitled *Charting a Course for Economic Mobility and Responsible Parenting*. The LCO will implement a variety of educational and outreach activities that align with Ojibwe culture to encourage tribal youth to plan for their future by completing their education and engaging in a committed relationship prior to having children. The project will engage a curriculum developer and tribal elders to translate cultural values into relevant content. It will be distributed via Ojibwe College students, a social media campaign, a web-based game, an Ojibwe culture camp. CPR will produce three briefs that describe the project, report on implementation patterns, and present evaluation outcomes.
- Trailblinding Project 2021-2023 - State purchase order from the Colorado Department of Human Services, Division of Child Support Services to evaluate a federal demonstration project entitled *Charting a Course for Economic Mobility and Responsible Parenting*. The project aims to develop youth-driven messages about the benefits of education and delayed parenting and disseminate them to at-risk youth through various social media platforms including TikTok, Snapchat, YouTube and Instagram.

NOTE 1 - NATURE OF ACTIVITIES (Continued)

- US Housing and Urban Development (HUD)-2020-2023 - This is a three-year contract to leverage administrative data linkages to build a sustainable and replicable approach to estimate homelessness of youth, ages 14-24, in Colorado, and to describe the K-12 child welfare-related public assistance program participation, and police involvement characteristics and histories of youth associated with homelessness as older youth ages 18-24. Major subaward to University of Denver's Colorado Lab.
- IMPACs 2020-2023 - This contract with CO Department of Human Services, Division of Child Support Services is to provide evaluation services for programs that offer employment services to noncustodial parents in the child support program in Weld, Denver and Montrose Counties.
- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) Project 2022-2023 - Subcontract with University of Denver, Colorado Evaluation and Action Lab pursuant to a prime contract with the Colorado Department of Human Services. Duties involve designing and implementing a rigorous evaluation of the TF-CBT intervention in multiple school settings with the goal of establishing it as an evidence-based research practice within the Family First Initiative.
- Tennessee Strategic Plan - Under a contract with the Tennessee Department of Human Services, Center for Policy Research assisted the agency in the development of a strategic plan for its Access and Visitation Grant Program, the goal of which is to better address the needs of noncustodial parents who have a court ordered child support obligation or children who are members of a low-income household. CPR explored the feasibility of increasing the child support clients' access to more intensive workforce development resources, developing an enhanced intake and referral process focused on enrolling eligible child support clients in workforce programs, and developing and implementing joint data collection systems and protocols to capture referrals and client usage of workforce development services and measure jointly established outcome goals.
- Generational Opportunities to Achieve Long-Term Success (GOALS) 2018-2023 - Contract with Arapahoe County Department of Human Services to design, implement and test a 2Gen Approach to addressing economic insecurity among homeless families. Conducted with Family Tree and Arapahoe County Human Services, in partnership with diverse government and community-based service providers, the project will serve approximately 15 families at a time who will be housed at the Oxford Vista campus at the former Excelsior Youth Center at 15001 E. Oxford Ave. in Aurora, for stays of approximately four to nine months. CPR will conduct both a formative and impact evaluation.
- DELTA Program Evaluation - Contract with the Tennessee Coalition to End Domestic and Sexual Violence ("TNCEDSV"), pursuant to an award by the Centers for Disease Control and Prevention. CPR to handle all aspects of an evaluation of TNCEDSV's efforts to prevent domestic and interpersonal violence including the development and implementation of a State Plan, efforts to reduce IPV in the workplace, and initiatives to prevent domestic violence by delivering training on financial empowerment.
- Fatherhood Research and Practice Network - CPR continues to donate internal resources to operate the Fatherhood Research and Practice Network (FRPN) and conduct relevant research, writing and dissemination activities. In 2022, this involved releasing a monthly newsletter to over 4,000 FRPN subscribers and completing, releasing and publicizing a CPR report entitled, *Policies and Programs Affecting Fathers: A State-by-State Report*. This new national resource examines the status of policy that affects low-income fathers in 10 areas of public life: child support, child welfare, criminal justice, early childhood, education, employment, family law, food and housing, health and mental health and responsible fatherhood. These activities represent a way to market CPR research

NOTE 1 - NATURE OF ACTIVITIES (Concluded)

capabilities, maintain CPR visibility in the policy arena and contribute to knowledge in the fatherhood and family fields.

- Use of Digital Marketing to Increase Participation in the Lac Courte Oreilles (LCO) Tribal Child Support Program 2018- Open - Contract with the Lac Courte Oreilles Tribal Council pursuant to a grant from the Office of Child Support Enforcement, US Department of Health and Human Services. Experimentation with the use of digital marketing to increase outreach to potential participants in the child support program and evaluation of the effects of various digital marketing strategies on child support applications rates.
- Basic Center 2019-2024 - Contract with Shiloh House to provide services to youth at risk of homelessness in Colorado rural counties using continuous quality improvement.
- Colorado Interstate Communication - 2020-2022 Contract with the Colorado Department of Human Services Division of Child Support Services to increase child support collections in seven bordering states.
- Child Support Guideline Projects - Contracts with various states including Alabama, California, Colorado, DC, Illinois, Kentucky, Maine, Maryland, Michigan, Mississippi, New Hampshire, New Mexico, New York, Ohio, Rhode Island, South Carolina, West Virginia, and Wyoming. Assisting the states in reviewing and updating child support guidelines.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

1. Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

2. Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following classes of net assets:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions: Net assets that are subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated that the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Continued)**

Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. These restrictions expire when the assets are placed in service.

**3. Cash and Cash Equivalents**

The Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalent, except those amounts that are held in the investment portfolio which are invested for long-term purposes.

**4. Capitalization and Depreciation**

The Organization follows a practice of capitalizing all expenditures for furniture and equipment in excess of \$1,500. The fair value of donated assets is similarly capitalized. Depreciation of furniture and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

**5. Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**6. Income Taxes**

The Organization has received an Internal Revenue Service exemption from federal income taxes under Section 501(c)(3). Accordingly, no provision or liability for income taxes has been provided in the accompanying financial statements.

**7. Functional Reporting of Expenses**

For the year ended December 31, 2022, the costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The allocations are determined by management on a rational and systematic basis. Salaries and benefits are allocated on a time and effort basis. Occupancy, equipment, and insurance are allocated entirely to management and general as indirect costs. All other expenses are budgeted and allocated across multiple projects on a time and effort basis.

**8. Summarized Prior-Year Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended December 31, 2021, from which the summarized information was derived.

**9. Fair Value Measurements**

The Organization follows the provisions of the Fair Value Measurements and Disclosures Topic of FASB ASC, which requires use of a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels: quoted market prices in active markets for identical assets and liabilities (Level 1); inputs other than quoted market prices that are observable for

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Continued)

9. Fair Value Measurements

the asset or liability, either directly or indirectly (Level 2); and unobservable inputs for the asset or liability (Level 3).

10. Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received; conditional promises to give with a measurable performance barrier and a right of return are not recognized until the conditions on which they depend have been met.

11. Subsequent Events

Management has evaluated subsequent events through October 11, 2023, the date the financial statements were available for distribution.

NOTE 3 - INVESTMENTS

At year-end, investments are stated at their fair values (Level 1 inputs) and consist of:

<u>Description</u>	<u>Fair Value</u>
Money Market	\$ 975,604
Bond funds	190,622
Stock funds	<u>1,181,719</u>
Total	<u>\$ 2,347,945</u>

Investment income is summarized as follows:

<u>Description</u>	<u>Amount</u>
Unrealized and realized gains	\$ (334,325)
Interest and dividends	<u>42,176</u>
Net investment return	<u>\$ (292,149)</u>

**NOTE 4 - PROPERTY AND EQUIPMENT**

At year-end, property and equipment consist of:

<u>Description</u>	<u>Amount</u>
Leasehold improvements	\$ 18,286
Equipment	<u>14,452</u>
Total	32,738
Less: accumulated depreciation	<u>(30,025)</u>
Net property and equipment	<u>\$ 2,713</u>

Depreciation expense for the year was \$1,803.

**NOTE 5 - ASSETS HELD IN TRUST – RETIREE MEDICAL BENEFIT PLAN AND TRUST (ERISA)**

The Organization previously adopted a Retiree Medical Benefit Plan and Trust (ERISA). The Organization sought to provide eligible employees with post-retirement health benefits and to ensure that these benefits will be available to its employees in their retirement years, regardless of the Organization's continuing existence or management. Contributions from the Organization were held in trust and excludable from gross income of the participants.

On June 18, 2020, the Organization terminated the Retiree Medical Benefit Plan and Trust and placed the assets of the Trust in a board reserve cash account. Per the consent adopted by the Organization's Board of Directors, the funds will not be comingled with the Organization's other assets or used for the payment of the Organization's operating expenses and will be applied only to pay directly or indirectly, benefits or insurance premiums, sickness, accident, hospitalizations and medical benefits for the Organization's employees and former employees. On December 31, 2020, the balance of the account was \$201,533.

The Organization contracted with BenefitMall, Inc. in November 2020 to create and administer two plans effective December 1, 2020. One is an Individual Coverage Health Reimbursement Arrangement (ICHRA) for all employees. The second is an Excepted Benefit Health Reimbursement Arrangement (EBHRA) for employees and eligible retirees who are not enrolled in the group health plan.

In 2021, the Organization moved the majority of the retirement trust balance into their money market and investment account. Funds are withdrawn every six months for what is required to pay the plan administrator for reimbursements to employees. On December 31, 2022, the balance of the retirement trust checking account was \$7,453. On December 31, 2022, the total board retirement reserve balance was \$88,981.

**NOTE 6 - RELATED PARTIES**

The Organization rents office space, in a building owned by the founder and current president of the Board of Directors of the agency. Monthly payments are \$3,939. No rent was owed at year-end.

NOTE 7 - TAX SHELTERED RETIREMENT PLAN

The Organization maintains a defined-contribution tax sheltered deferred retirement plan that provides for retirement benefits based on the actual value of contributions at the time of retirement. Employees must have completed three months of service before they become eligible to participate. Employees are fully vested on participation. Employer contributions to the plan are based on the participants' salaries and were 10% of gross salaries. Employees' contributions are voluntary and variable. Total pension expense for the year was \$72,752.

NOTE 8 - AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets at December 31, 2022:

Financial assets at year-end:	<u>Amount</u>
Cash and cash equivalents	\$ 227,519
Contracts receivable	354,766
Investments	<u>2,347,945</u>
Total financial assets	<u>2,930,230</u>
Less amounts not available for general expenditures within one year due to:	
Board designated - retirement reserve cash and investment account	<u>(88,981)</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$2,841,249</u>

The Organization's goal is generally to maintain financial assets to meet six to nine months of operating expenses. The Board considers its reserve designated for projects available as future contracts present themselves.

SUPPLEMENTARY INFORMATION



**CENTER FOR POLICY RESEARCH**  
**INDIRECT COST RATE CALCULATION**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

	Total Costs	Total Direct Program Costs	Indirect Costs	Adjustments to Indirect Costs	Allowable Indirect Costs
Salaries	\$ 644,292 (4)	\$ 482,192 (2)	\$ 162,100	-	\$ 162,100
Payroll tax and benefits	320,417 (5)	241,117 (3)	79,300	-	79,300
Grants to others	433,759	433,759	-	-	-
Contract services /incentive	331,238	321,858	9,380	-	9,380
Occupancy	66,487	-	66,487	-	66,487
Professional fees	13,250	-	12,092	-	12,092
Travel	12,706	9,760	2,946	-	2,946
Accounting	10,858	-	10,858	-	10,858
Insurance	8,510	-	8,510	-	8,510
Dues	6,858	1,949	4,909	-	4,909
Technology support	5,963	-	5,963	-	5,963
Equipment	4,661	-	4,661	-	4,661
Telephone	4,582	681	3,901	- (a)	3,901
Business licenses	2,258	258	2,000	-	2,000
Marketing	2,069	-	2,069	-	2,069
Training	1,882	649	1,233	-	1,233
Postage	1,072	-	1,072	-	1,072
Supplies	5,569	-	5,245	-	5,245
Printing	269	-	269	-	269
Other	12,256	-	12,256	- (a)	12,256
	<u>1,888,956</u>	<u>1,492,223</u>	<u>395,251</u>	<u>-</u>	<u>395,251</u>
Depreciation	<u>1,803</u>	<u>-</u>	<u>1,803</u>	<u>-</u>	<u>1,803</u>
Total expenses	<u>\$ 1,890,759</u>	<u>\$1,492,223</u>	<u>\$ 397,054</u>	<u>\$ -</u>	<u>\$ 397,054</u> (1)

Calculated indirect cost rate

<u>Total allowable indirect costs(1)</u>	<u>397,054</u>	= 54.89%
Direct salaries(2) + Direct employee benefits(3) @ calculated rate	482,192 + 241,117	

Calculated fringe rate

<u>Total payroll taxes and benefits(5)</u>	<u>320,417</u>	= 49.73%
Total salaries(4)	644,292	

(a) - reimbursements

## Center for Policy Research: Board of Directors

### Officers:

Jessica Pearson  
President

Lanae Davis  
Vice President/Secretary

Jeffrey G. Pearson  
Treasurer

### Directors:

Paula Herzmark

Cyndi Kahn

Jason Castro

Terry Kelly

David Fine

Morgan Ford

Tiffany Wachtler

Ashton Williams



# Jane Venohr, PhD

jvenohr@centerforpolicyresearch.org | 303.837.1555 | centerforpolicyresearch.org

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## EDUCATION

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**PhD** Economics  
1997 *University of Colorado, Boulder*

**MS** Economics  
1990 *University of Colorado, Denver*

**BS** Regional Planning  
1982 *Grand Valley State University*

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## CURRENT EMPLOYMENT

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2007 – Present **Economist and Senior Research Associate**  
Center for Policy Research in Denver, Colorado

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## PAST EMPLOYMENT AND EXPERIENCE

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2012 – 2020 **Adjunct Faculty, Macroeconomics, Microeconomics and Business Statistics**  
Classes taught on campus, on-line, and in a medium-security prison  
Colorado Mountain College (11 campuses), headquarters are in Glenwood Springs, Colorado

1999-2006 **Lecturer: Micro- and Macroeconomics**  
Metropolitan State University in Denver, Colorado

1997-2007 **Economist and Senior Research Associate**  
Policy Studies Inc. (PSI) in Denver, Colorado

1989-1997 **Research Assistant/Research Associate**  
Policy Studies Inc. (PSI) in Denver, Colorado

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## ECONOMIC ADVISOR AND TECHNICAL ASSISTANCE ON CHILD SUPPORT GUIDELINES TO VARIOUS STATES

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Venohr led the technical assistance for the following state reviews or developments of child support guidelines. Venohr has also assisted six states change their guidelines model to income shares. Venohr assessed and summarized the economic evidence on child-rearing expenditures and used the evidence to develop updated child support schedules or formulae for most of these projects. For some projects, Venohr also provided legislative or committee testimony, analyzed case file data, developed guidelines worksheets or other guidelines provisions to deal with special case circumstances such as low-income adjustments, shared-parenting time, extraordinary healthcare costs, and multiple families. Venohr produced a report for most of these projects.

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Alabama, Georgia, Illinois, Michigan, Maryland, Mississippi, New Mexico, North Carolina, and South Dakota 2022

2021

Alabama, Guam, Michigan, Maine, South Dakota, West Virginia, Wyoming	2020
Alabama, Arizona, Illinois, Iowa, Missouri, Maryland, Pennsylvania, Tennessee	2019
Commonwealth of Northern Mariana Islands, Guam, Illinois, Kentucky, Oklahoma, Vermont	2018
Colorado, Georgia, Illinois, Maryland, Minnesota, Nebraska, New Mexico, North Carolina, Tennessee, Utah	2018
Eastern Shoshone, Illinois, Kansas, Maryland, Minnesota, New York, Rhode Island, Tennessee, Ohio	2017
Illinois, Iowa, Maryland, Minnesota, Missouri, Nevada, Ohio, Pennsylvania, South Dakota, Wyoming	2016
Arizona, Georgia, New Mexico, North Carolina, Nebraska, Ohio, Vermont	2014
West Virginia, Maryland (low-income)	2013
Arkansas, Connecticut, Illinois, Iowa, Missouri, South Dakota, Tennessee, Texas, Wyoming	2012
Rhode Island, Virginia	2011
New Mexico, Pennsylvania, California, New York, North Carolina, Illinois, Vermont, Georgia	2010
Arizona, Colorado, Illinois, Indiana, Ohio, South Carolina, Tennessee	2009
Illinois, Maryland, Missouri, Pennsylvania, South Dakota, Wyoming	2008
Alabama, Iowa, Louisiana, Maine, New Mexico, Rhode Island, Vermont	2007
Arkansas, Alabama, Nebraska, North Carolina, Oregon	2006
California, Georgia, Maryland, Massachusetts, Minnesota, Tennessee, Washington	2005
Alabama, Connecticut, Guam, Iowa, Maryland, Missouri, Ohio, South Dakota, Washington, West Virginia, Wyoming	2004
Arizona, District of Columbia, Louisiana, New Jersey, Pennsylvania, South Carolina, Tennessee	2003
Georgia, Indiana, North Carolina, New Mexico, Tennessee, Utah, Vermont	2002
Georgia, Michigan, Missouri, Oregon, Rhode Island, Tennessee, Wisconsin	2001
Arkansas, California, Colorado, Kentucky, Maryland, Ohio, South Dakota, Arizona, Connecticut, Iowa, Idaho, Louisiana, Maine, Vermont, Virginia	2000

## SELECTED RESEARCH, EVALUATION and TECHNICAL ASSISTANCE PROJECTS

<b>Fatherhood Research and Practice Network (FRPN)</b>   U.S. Department of Health and Human Services, Administration for Children and Families, Office of Planning, Research and Evaluation, Subcontract with Temple University	2013-2018
<b>Evaluation of the Behavioral Interventions for Child Support Services (BICS) Demonstration</b>   U.S. Department of Health and Human Services, subcontract with MDRC	2015-2017
<b>Colorado HCPF: Development of Announcement and Scoring of Grant Proposals for School-Based Substance Abuse Prevention Program</b>   Colorado Department of Health Care Policy and Financing	2014

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<b>Exploring a Child Support Pass Through Option for Colorado</b>   Colorado Department of Human Services	2013
<b>Streamlining the Child Support Modification Process:</b> Massachusetts Department of Revenue	2010-2012
<b>Evaluation of the Work Support Strategies Initiative: An Initiative that Coordinates and Streamlines Applications/Recertifications for Medicaid/CHIP, SNAP, TANF and Child Care Assistance</b>   State of Colorado Department of Human Services	2011-2012
Pew Center on the States – Strategic Initiatives in Child Support Enforcement   Pew Charitable Trust	2011
Parents to Work: A Collaboration between Child Support and a Work Force Program   Arapahoe County, Department of Human Services, Child Support Enforcement Division	2008-2011
Technical Assistance Guidance for Effective Customer Service   Department of Health and Human Services, Office of Child Support Enforcement	2008-2009
Grant to Improve Collaboration between Medicaid and the Child Support Program   State of Texas, Office of the Attorney General	2007-2011
North Dakota 1115 Grant to Test the Collaboration between Child Protective Services and the Child Support Program   Sub-contract with Policy Studies Inc.	2007-2011
Investigation of Improved Access to Child Care and Early Education   The Piton Foundation and the Denver Public Schools Preschool Program	2009
Barriers to CCCAP Utilization: Proposed Assessment and Identification of Needed Solutions   Denver Early Childhood Council	2007-2008
<b>Child Support Payment Predictor Model</b>   Commonwealth of Virginia, Department of Social Services	2004-2008

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### **Selected Projects while at PSI**

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<b>Task Order 42: Study to Investigate Underlying Causes of the Flattening of Increases to Child Support Collections</b>   Federal Office of Child Support Enforcement	2006
<b>Impact of Modification Thresholds on Review and adjustment of Child support Orders; and Effects of Child support Order Amounts on Payments by Low-Income Parents</b>   Federal Office of Child Support Enforcement	2006
<b>Knox County, Tennessee: Case Stratification Process</b>   Federal Office of Child Support Enforcement	2006

<b>Cost of Providing Center-Based Child Care</b>   State of Minnesota	2006
<b>Final Report: Evaluation of the Louisiana Low-Income Fatherhood Program</b>   SSA Consultants, Inc., Subcontract with SSA Consultants	2004-2005
<b>Profile of Low-Income Fathers in Louisiana; Low-Income Fathers and Child Support: Best Practices and Recommendations; and Low-Income Fatherhood Program: Implementation Evaluation and Early Outcomes</b>   State of Louisiana Department of Social Services, Subcontract with SSA Consultants	2003-2004
<b>Grant to Center for Public Policy Studies Child Support Trust Accounts: Guide for Designing A Demonstration Program</b>   Ann E. Casey Foundation	2003-2004
<b>The Role of Minnesota Child Support Enforcement in Increasing Access to Healthcare Coverage for Children in Minnesota</b>   State of Minnesota	2002-2004
<b>Child Support Passthrough in Minnesota: An Evaluation and Outcome Evaluation</b>   State of Minnesota	2002-2003
<b>Task Order 23: Using Automated Income Data to Establish or Modify Child Support Orders</b>   Federal Office of Child Support Enforcement	2002-2003
<b>Task Order 24: State Policies and Practices that Address the Circumstances of Low-Income Noncustodial Fathers</b>   Federal Office of Child Support Enforcement	2002-2003
<b>Utilization of Federal Parent Locator Service Data for Evaluation of the Federal Welfare and Child Support Enforcement Program</b>   U.S. Department of Health and Human Services, Subcontract to Mathematica Policy Research & Social and Scientific Systems	2000-2003
<b>OCSE Responsible Fatherhood Programs: Client Characteristics and Outcomes; OCSE Responsible Fatherhood Programs: Early Implementation Lessons</b>   Federal Department of Health and Human Services, Assistant Secretary of Evaluation and Planning	1999-2003
<b>Evaluation of Father Friendly Initiative</b>   Commonwealth of Massachusetts	1999-2003
<b>Special Improvement Project to Implement Administrative Enforcement in Interstate Cases</b>   State of Wyoming	1999-2002
<b>Colorado E-Commerce Needs Assessment Report</b>   Colorado Department of Human Services	2001-2002
<b>Task Order 12: Assessment &amp; Inventory of State Staffing Patterns</b>   Federal Office of Child Support Enforcement	2001-2002
<b>Task Order 18: National Child Support Research Conference</b>   Federal Office of Child Support Enforcement	2001-2002
<b>Evaluation of Electronic Modification (ELMO) of Child Support Orders</b>   State of Alaska	2001

<b>Telephone Survey of State Paternity Establishment Policies and Practices: Summary of Results  </b> National Institute for Child Health and Development, Subcontract with Cornell University	1999-2003
<b>Exploring Options: Arrears Forgiveness and Passthrough of Payments to Custodial Families  </b> State of Minnesota Legislature	1999-2000
<b>Minnesota Child Support Assurance: Program Design Caseloads and Cost  </b> State of Minnesota	1999-2000
<b>Updated Colorado Staffing Standards for Child Support Enforcement  </b> Federal Office of Child Support Enforcement, State of Colorado	1999-2000
<b>A Study of Interest Usage on Child Support Arrears: State of Colorado  </b> State of Colorado	1999-2000
<b>Comprehensive Study of the Montana Certificate of Need Program  </b> Montana Department of Public Health and Human Services	1999
<b>Massachusetts Paternity Acknowledgment Program  </b> Massachusetts Departments of Health and Public Health	1994-1996
<b>Estimating the Benefits of Collecting Interest on Child Support Arrears: State of Oregon  </b> Oregon Department of Justice	1994
<b>WIC Distribution Payment Options: State of Vermont  </b> Vermont Department of Health	1993-1994
<b>Improving Energy Efficiency in Public Housing: A Colorado Field Experiment  </b> Department of Housing and Urban Development, Grant to Center for Public Policy Studies	1993-1994
<b>Central Payments Analysis: Standards, Current Problems, and Constraints  </b> Minnesota Department of Human Services	1993-1994
<b>Local Mental Health Funding: Other State Methods and Wyoming Policy Options  </b> Wyoming Department of Health	1993-1994
<b>Wyoming Nursing Salary Survey  </b> Wyoming Department of Health	1992
<b>Analysis of Wyoming Community Programs  </b> Wyoming Department of Health	1992
<b>Iowa/Nebraska: The Use of Electronic Funds Transfer Project: Analysis of Implementation Process and Issues in Child Support  </b> State of Nebraska	1990

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## **Selected Publications**

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Oldham, Thomas and Jane Venohr. (May 2021). "The Relationship between Child Support and Parenting Time." *Family Law Quarterly*. Volume 43, Number 2.

Jane Venohr (2017). "A Call to Revisit Promising Practices for Staffing Configurations and Cost-Effective Staffing Levels in Child Support Offices." National Child Support Enforcement Association. *Communique*, Fairfax Virginia.

Jane C. Venohr (2017). "Differences in State Child Support Guidelines Amounts: Guidelines Models, Economic Basis, and Other Issues." *Journal of the American Academy of Matrimonial Lawyers*. Vol. 29, pp 377-407.

Jane C. Venohr (2015) "Income Available for Child Support: Fact and Fiction in State Child Support Guidelines." National Child Support Enforcement Association *Communique*, Fairfax, Virginia. (February 2015)

Jane C. Venohr (2013) "Child Support Guidelines and Guidelines Reviews: State Differences and Common Issues," *Family Law Quarterly*, vol. 43, no. 3 (Fall 2013).

Jane C. Venohr (2013) "Medical Support in Today's Child Support Guidelines and the Affordable Care Act." *Communique*, National Child Support Enforcement Association, Washington, D.C. (Dec. 2013)

Jane Venohr. (2011) "Child Support Guidelines: Recent Developments," *Communique*. National Child Support Enforcement Association (NCSEA) vol. 2, sec. 302-56, May 2011.

Jane C. Venohr and E. Tracy Griffith. (2005) "Child Support Guidelines: Issues and Reviews," *Family Court Review*, vol. 43, no. 3 (Summer 2005).

Jane C. Venohr and Robert G. Williams. (1999) "The Implementation and Periodic Review of State Child Support Guidelines," *Family Law Quarterly*, vol. 33, no. 1 (Spring 1999).

Jane C. Venohr (2006) "Behind Time-Sharing Adjustments in Child Support Guidelines," *2006 Family Law Update* edited by Laura Morgan and Ronald Brown, Aspen Publishers, NY, NY.



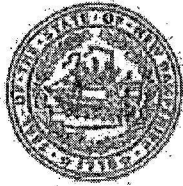
**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jane Venohr	Economist/Research Associate	\$14,000

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Weaver  
Interim Commissioner

Karen E. Hebert  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 23, 2023

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 of Economic and Housing Stability, to enter into a Retroactive, Sole Source amendment to an existing contract with Center for Policy Research (VC#285156), Denver, CO to provide a representative to testify to the review of and recommendations for the New Hampshire Child Support Guidelines if requested by the State Legislature, by exercising a contract renewal option with no change to the price limitation of \$136,478 and extending the completion date from December 31, 2022 to December 31, 2023, effective retroactive to January 1, 2023 upon Governor and Council approval. 66% Federal Funds. 34% General Funds.

The original contract was approved by Governor and Council on January 12, 2022, item #21.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-4270-79290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	42700050	\$41,766	\$0	\$41,766
2023	102-500731	Contracts for Prog Svc	42700050	\$94,712	\$0	\$94,712
			Total	\$136,478	\$0	\$136,478

**EXPLANATION**

This request is Retroactive because the Department did not anticipate exercising the one-year renewal option to extend the contract as the formal analysis was completed and report received on December 31, 2022. Testifying before a state legislative committee is the last deliverable in this contract, if such is requested by the legislature. The terms of the existing contract expired effective December 31, 2022 and to ensure no lapse in service, the amendment

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

must be retroactive to January 1, 2023. This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is uniquely qualified to provide these services and support as the researcher, expert and author of the Guidelines Review Report.

The Contractor conducted a thorough, fair, and impartial review of New Hampshire's Child Support Guidelines in accordance with 45 CFR 302.56(e) and NH RSA 458-C:6. The review considered economic data on the cost of raising children and included analysis of case data on the application of, and deviations from, the current Child Support Guidelines. The Contractor made recommendations for changes, if any, to the Child Support Guidelines, which are used to determine child support amounts, pursuant to RSA 458-C:6 and 42 U.S.C. § 667. The Contractor prepared and submitted a report that details the completed review, including the analysis with its findings and recommendations, regarding the State's Child Support Guidelines to the Department. This Report has been provided to the Governor, Senate President, Speaker of the House, and Chair of the Children and Family Law Committee. The Contractor will be prepared to testify before the New Hampshire State Legislature during the 2023 session on the report and its contents, if requested.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1. of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) year available.

Should the Governor and Council not authorize this request, the State's legislative committees would not be able to exercise the opportunity for direct testimony from the Contractor on its review and recommendations. Additionally, the Department would be at risk of noncompliance with RSA Chapter 458-C:6 and Title 45 CFR 302.56(e), which mandate child support guidelines be reviewed every four (4) years. Noncompliance with federal regulations could result in penalties and loss of federal funding for the State.

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

Respectfully submitted,

  
Lori A. Weaver  
Interim Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Guidelines Review contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Center for Policy Research ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 12, 2022, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2023
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to January 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

1/20/2023

Date

DocuSigned by:

*Karen Hebert*

Name: Karen Hebert

Title: Division Director

Center for Policy Research

1/19/2023

Date

DocuSigned by:

*Jessica Pearson, Director*

Name: Jessica Pearson, Director

Title: Director

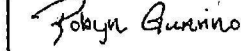
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/25/2023

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date.

\_\_\_\_\_  
Name:

Title:

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21  
MAY



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Sibillicette  
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Karen E. Hebert  
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129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 14, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a Sole Source contract with Center for Policy Research (VC#285156), Denver, CO, in the amount of \$136,478 to provide a thorough, fair, and impartial review of and recommendations for the New Hampshire Child Support Guidelines, with the option to renew for up to one additional year, effective upon Governor and Council approval through December 31, 2022. 66% Federal Funds. 34% General Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-4270-79290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	42700050	\$41,766
2023	102-500731	Contracts for Prog Svc	42700050	\$94,712
			Total	\$136,478

**EXPLANATION**

This request is Sole Source because the competitive bid for these services, which was published on the Department's website as RFP-2021-DEHS-08-GUIDE, Guidelines Review for Child Support 2021, on March 31, 2021 yielded no proposals. The Department expeditiously contacted other states to inquire on the vendor pool able and available to complete a thorough and fair review of child support guidelines. Contact with other states' child support directors resulted in the discovery that most states contracted with the Center for Policy Research in Denver, Colorado. The Department reached out to the Contractor who agreed to provide a thorough review of the child support guidelines in the same capacity as afforded other states with which they do business. The work and research involved with conducting a thorough review of the guidelines is very specialized. The Department is confident the Contractor has the experience and capacity to deliver results necessary that are fair to all parties and enable the Department to remain in compliance with RSA 45B-C:6 and 42 U.S.C. § 687, which requires a quadrennial Child Support Guidelines Review.

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

The purpose of this request is to conduct a thorough, fair, and impartial review of New Hampshire's Child Support Guidelines in accordance with 45 CFR 302.56(e) and NH RSA 458-C:8. The review will consider economic data on the cost of raising children and include analysis of case data on the application of, and deviations from, the current Child Support Guidelines. The Contractor will make recommendations for changes, if any, to the Child Support Guidelines, which are used to determine child support amounts, pursuant to RSA 458-C:6 and 42 U.S.C. § 667.

The Department is required to review the Child Support Guidelines at least once every four years to ensure the application of the Child Support Guidelines results in appropriate determination of child support amounts. The most recent review was conducted in 2017, and a final report was issued to the state in 2018.

The Contractor will prepare and submit a report that details the completed review, including the analysis with its findings and recommendations, regarding the State's Child Support Guidelines to the Department. Additionally, the review will include a determination of the State's compliance with the federal Office of Child Support Enforcement, Administration for Children and Families and the Centers for Medicare & Medicaid Services (CMS) final rule on the President's directives in Executive Order 135563: Improving Regulation and Regulatory Review, dated December 20, 2016. The final rule makes Child Support Enforcement programs more flexible, more effective and more efficient by recognizing existing child support programs; advancements in technology that can enable improved collection rates; and the move toward electronic communication and documentation management.

The Contractor will also review statutory requirements in NH RSA 458-C:6 and a statutory requirement for grandparents' liability to provide support to their grandchildren when they are born to unwed minors, NH RSA 167:3-a. The Contractor will conduct the analysis and provide a recommendation to address any conflicts between the two statutes.

Additionally, the Contractor will provide a representative to testify before the State's legislative committees following the delivery of the Child Support Guidelines Review Report, upon the State's request, to answer questions relative to the completed review of the Child Support Guidelines.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.1, of the attached agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request the Department may be out of compliance with RSA Chapter 458-C:6 and Title 45 CFR 302.56(e), which mandate child support guidelines be reviewed every four (4) years. Noncompliance with federal regulations could result in penalties and loss of funding for the State.

Source of Federal Funds: Assistance Listing Number #93.563, FAIN #2101NHCSSES

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

Respectfully submitted,

  
Lori A. Shibley  
Commissioner



Subject: Guidelines Review (SS-2022-DEHS-04-GUIDE-01)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Center for Policy Research		1.4 Contractor Address 1570 Emerson Street Denver, CO 80218	
1.5 Contractor Phone Number (303) 837-1555	1.6 Account Number 05-95-42-4270-79290000	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$136,478
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Jessica Pearson, Director</i> Date: 12/20/2021		1.12 Name and Title of Contractor Signatory Jessica Pearson, Director Director	
1.13 State Agency Signature DocuSigned by: <i>Karen Hebert</i> Date: 12/20/2021		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>John Annino</i> On: 12/20/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council:

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide review, analyze and provide recommendations on the New Hampshire Child Support Guidelines to the Department in accordance with New Hampshire (NH) Revised Statutes Annotated (RSA) 458-C:6 and Title 45 Code of Federal Regulations (CFR) 302.56(e),
- 1.2. The Contractor shall utilize statewide data and relevant information, when available and appropriate.
- 1.3. For the purposes of this agreement, all references to days shall mean business days, which are Monday through Friday, excluding state and federal holidays.
- 1.4. For the purposes of this agreement, all references to business hours shall mean from 8:00 AM to 4:00 PM, Monday through Friday, excluding state and federal holidays.
- 1.5. The Contractor shall conduct and complete a thorough, and impartial review of the New Hampshire Child Support Guidelines established in NH RSA 458-C, Child Support Guidelines, to determine whether application of the guidelines results in the determination of appropriate child support award amounts.
- 1.6. The Contractor shall develop a data collection strategy to analyze deviations from Child Support Guidelines and Child Support Guidelines rates including but not limited to:
  - 1.6.1. Income imputation.
  - 1.6.2. Default.
  - 1.6.3. Use of the self-support reserve.
  - 1.6.4. Payments.
- 1.7. The Contractor shall ensure the collection strategy meets federal data requirements set forth in 45 CFR§ 302.56(h)(2), and address how to sample all types of child support cases:
- 1.8. The Contractor shall establish a list of data fields to be extracted from the Department's automated system and plan for obtaining data from the Administrative Office of the Courts for child support orders not registered with the Department for enforcement.
- 1.9. The Contractor shall analyze the collected data using descriptive statistics and analysis of variance (ANOVA), when appropriate, to measure statistics including but not limited to:
  - 1.9.1. Guidelines deviations.
  - 1.9.2. Rates of income imputation.

**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

- 1.9.3. Default.
- 1.9.4. Use of the self-support reserve.
- 1.9.5. Payments.
- 1.10. The Contractor shall ensure subgroup analyses take case type and other factors into consideration when calculating child support including but not limited to:
  - 1.10.1. Number of children.
  - 1.10.2. Income of all parties.
- 1.11. The Contractor shall develop recommendations for meeting federal requirements, that include but are not limited to:
  - 1.11.1. 45 CFR§ 302.56(c)(1)) which requires state guidelines to provide that the child support order is based on other evidence of ability to pay;
  - 1.11.2. 45 CFR§ 302.56(c)(1)(iii) which requires state guidelines to provide for the consideration of individual circumstances with income imputation; and
  - 1.11.3. 45 CFR§ 302.56(c)(3)) which requires state guidelines to provide that incarceration not be treated as involuntary unemployment.
- 1.12. The Contractor shall assess how other states, particularly comparable surrounding states, are meeting federal requirements. The Contractor shall:
  - 1.12.1. Provide exemplary language from other states; and
  - 1.12.2. Identify the limitations of various provisions.
- 1.13. The Contractor shall provide a qualified and impartial representative to testify before NH legislative committees, including subcommittees, for approximately four (4) hours in the NH House of Representatives and four (4) hours in the NH Senate, for up to a total of eight (8) hours, following delivery of the Child Support Guidelines Review Report.
- 1.14. The Contractor shall address any questions, comments and or concerns raised by any legislative committee members by providing legislative testimony that includes, but is not limited to:
  - 1.14.1. Oral summary and/or presentation of the Child Support Guidelines Review Report.
  - 1.14.2. Child Support Guidelines Review Report findings.
  - 1.14.3. Recommendations for changes.
- 1.15. Stakeholder Survey

**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

- 1.15.1. The Contractor shall develop an online survey, as approved by the Department, to gather feedback on experiences with the Child Support Guidelines in New Hampshire from stakeholders, which include, but are not limited to:
- 1.15.1.1. Obligors and obligees.
  - 1.15.1.2. Department child support staff.
  - 1.15.1.3. NH Bar Association family law attorneys.
  - 1.15.1.4. Local child advocacy groups.
  - 1.15.1.5. Court staff.
  - 1.15.1.6. Judges.
- 1.15.2. The Contractor shall use the survey to solicit information regarding child support experiences as they relate to the Child Support Guidelines, including but not limited to:
- 1.15.2.1. Child support policies.
  - 1.15.2.2. Child support procedures.
  - 1.15.2.3. Child support processes.
- 1.15.3. The Contractor shall identify general themes from the survey responses and relate them to the analysis of data gathered from case file data collected from the Department's automated system and the Administrative Office of the Courts.

**1.16. New Hampshire Bureau of Child Support Services Queries**

- 1.16.1. The Contractor shall collaborate with the Department to determine the efficacy of querying the Department's databases, regarding child support court orders, which include but are not limited to:
- 1.16.1.1. Data from New England Child Support Enforcement System (NECSES) and the OnBase enterprise content management system.
  - 1.16.1.2. The web-based child support calculator.
- 1.16.2. The Contractor shall analyze case data by considering economic data on the cost of raising children gathered through sampling or other methods on the application of, and deviations from, the Child Support Guidelines.
- 1.16.3. The Contractor shall ensure a complete analysis of the case data is available to the Department and includes but is not limited to:
- 1.16.3.1. Labor market data by occupation and skill level for state and local job markets.



**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

- 1.16.3.2. The impact of Child Support Guidelines policies and amounts ordered by the courts on families with low incomes.
- 1.16.3.3. Use of actual earnings and income of obligors and obligees.
- 1.16.3.4. Consideration for basic subsistence needs of obligees and children and obligors with a limited ability to pay, which may include incorporation of a self-support reserve as a low-income adjustment.
- 1.16.4. The Contractor shall conduct a review and assessment of NH RSA 161-B:1, Support of Dependent Children and NH RSA 167:3-a, Liability of Grandparents in order to make recommendations for any changes in laws relative to grandparents and the establishment of child support orders as indicated in NH RSA 45B.
- 1.16.5. The Contractor shall assess and review shared-parenting formulas used in other states and provide a summary of the formulas that includes, but is not limited to:
  - 1.16.5.1. Adjustments in child support amounts that correlate to shared parenting time
  - 1.16.5.2. Identification of strengths and weaknesses of various approaches used by other states.
  - 1.16.5.3. Assessments on impacts of a variety of parenting-time scenarios.
- 1.17. Progress Review and Input
  - 1.17.1. The Contractor shall attend periodic virtual meetings, as determined by the Department, with the Department during the data gathering, research, and analysis phase of the Child Support Guidelines Review.
- 1.18. Child Support Guidelines Review Report
  - 1.18.1. The Contractor shall provide a draft document to the Department entitled "Child Support Guidelines Review Report" on or before November 30, 2022, for review and feedback.
  - 1.18.2. The Contractor shall incorporate Department feedback in a revised, final report, which is due to the Department no later than December 31, 2022 that includes but is not limited to:
    - 1.18.2.1: All of the findings from the study.
    - 1.18.2.2. Proposed recommendations regarding current policy.

**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

1.18.2.3. A summary of procedures, protocols, and methodologies referenced and/or utilized to reach conclusions on recommendations.

1.18.3. The Contractor shall ensure the report is written in a manner that:

1.18.3.1. Satisfies all federal guidelines.

1.18.3.2. Is understandable to State legislators.

1.18.4. The Contractor shall address comments or concerns raised by the Department or Committee members after submission of the final report, as needed.

**2. Exhibits Incorporated**

2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**3.3. Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New

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**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.3.3.1. Brochures.
  - 3.3.3.2. Resource directories.
  - 3.3.3.3. Protocols or guidelines.
  - 3.3.3.4. Posters.
  - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement

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**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT B**

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and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 66% Child Support Enforcement Program, as awarded on October 1, 2020, by the Administration for Children and Families Child Support Enforcement, CFDA#93.563, FAIN#2101NHCSSES.
  - 1.2. 34% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget Sheet and Exhibit C-2, Budget Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dhhs.bcssaccounting@dhhs.nh.gov](mailto:dhhs.bcssaccounting@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager - BCSS  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**New Hampshire Department of Health and Human Services  
Guidelines Review**

**EXHIBIT C**

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1, Budget Sheet

Deliverable #	Deliverable Title	Deliverable(s)	Fully Loaded Hourly Rate 2022*	1		2		4		6		7		8		FY2022 (1/1/2022 - 6/30/22)
				FY2022	Hours	FY2022	Hours	FY2022	Hours	FY2022	Hours	FY2022	Hours	FY2022	Hours	
	Project Startup Meeting (with written timelines, tasks and responsibilities)	Written summary of workshop & recs & 2 video conf														
		Written data collection strategy														
		Written recommendations to meet new fed. requirements														
		Economic Analysis and written summary a) plan; b) report; c) digital & written transcripts														
		Analysis and written summary grandparent liability														
		Progress reports & meetings such as bi-monthly written status reports														
	Center for Policy Research (CPR)															
	CPR Economist/Prjt Director		\$153.36	4.00	\$613.45	24.00	\$3,580.71	32.00	\$4,007.62	64.00	\$306.73	2.00	\$1,840.36	12.00	21,164.09	138.00
	CPR Oversight		\$179.48	1.00	\$179.48	2.00	\$358.95	0.00	\$0.00	2.00	\$358.95	2.00	\$358.95	2.00	1,615.29	8.00
	CPR Researcher		\$60.25	1.00	\$60.25	24.00	\$1,445.93	0.00	\$0.00	32.00	\$358.95	0.00	\$0.00	2.00	58.00	58.00
	CPR Researcher		\$97.35	0.00	\$0.00	8.00	\$778.80	6.00	\$584.10	0.00	\$0.00	0.00	\$0.00	2.00	1,557.60	18.00
	CPR Admin. Ass't (Unspecified)		\$54.68	0.00	\$0.00	4.00	\$218.74	4.00	\$218.74	4.00	\$109.37	2.00	\$109.37	2.00	18.00	18.00
	subtotal	Hours		8.00	\$0.00	62.00	\$2,187.40	42.00	\$2,187.40	102.00	\$609.37	6.00	\$609.37	20.00	238.00	238.00
		\$		\$853.18	\$6,483.13	\$5,710.45	\$12,320.83	\$775.05	\$2,823.87		\$2,823.87		\$2,823.87		28,788.50	0.00
	NH Data Collectors (to be determined)															
	Contracted data collectors		\$ 30.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00
	Final report format															
	Contracted Accessibility Experts															
	Sub-Contractor: Public Knowledge (PK)															
	Legal Analyst		\$ 250.00	2.00	\$500.00	0.00	\$0.00	0.00	\$0.00	48.00	\$12,000.00	2.00	\$500.00	2.00	13,000.00	52.00
	TOTAL	Hours		8.00	\$0.00	62.00	\$2,187.40	42.00	\$2,187.40	102.00	\$609.37	6.00	\$609.37	22.00	290.00	290.00
		\$		\$1,353.18	\$6,483.13	\$5,710.45	\$12,320.83	\$12,775.05	\$3,123.87		\$3,123.87		\$3,123.87		41,766.50	0.00

Exhibit C-2, Budget Sheet

Deliverable #	3	5	8	6	9	10	11	FY2023 (7/1/22 - 12/31/22)	
								FY2023	FY2023
Deliverable Title	Collect and analyze case file data written report & justification for original research	Develop Stakeholder survey and summarize findings a) data plan, b) database, and c) report	Analysis of shared parenting formulas and written summary	Progress reports & meetings such as bi-monthly written status reports	Draft and finalized report biweekly calls	Available for Questions	Legislative Testimony-Inperson		
Deliverable(s)									
Fully Loaded Hourly Rate 2022*	6 weeks FY2023	13 weeks FY2023	FY2023	19 weeks FY2023	FY2023	FY2023	week 35 ish FY2023	FY2023	FY2023
Center for Policy Research (CPR)									
CPR Economist/Pjt Director	Hours 100.00	12.00	32.00	12.00	40.00	40.00		4,567.26	236.00
	\$153.36	\$15,336.30	\$1,840.36	\$4,907.62	\$1,840.36	\$6,134.52	\$6,134.52		40,760.93
CPR Oversight	Hours 18.00	2.00	4.00	2.00	8.00	4.00			38.00
	\$179.48	\$2,871.82	\$358.95	\$717.91	\$358.95	\$1,435.81	\$717.91		6,451.15
CPR Researcher	Hours 180.00	40.00	0.00	2.00	24.00	16.00			242.00
	\$60.25	\$9,639.52	\$2,409.89	\$0.00	\$120.49	\$1,445.83	\$863.95		14,579.77
CPR Researcher	Hours 32.00	120.00	0.00	2.00	20.00	0.00			174.00
	\$97.35	\$3,115.20	\$11,682.00	\$0.00	\$194.70	\$1,947.00	\$0.00		16,938.90
CPR Admin. Ass'l (Unspecified)	Hours 68.00	24.00	4.00	2.00	24.00	0.00			122.00
	\$54.68	\$3,718.51	\$1,312.42	\$218.74	\$109.37	\$1,312.42	\$0.00		6,671.45
subtotal	Hours 378.00	198.00	40.00	20.00	118.00	60.00			810.00
	\$	\$34,651.16	\$17,603.61	\$5,844.28	\$2,623.87	\$12,275.68	\$7,818.38		80,844.94
NH Data Collectors (to be determined)									0.00
Contracted data collectors	Hours 60.00	0.00	0.00	0.00	0.00	0.00			60.00
	\$ 30.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		1,800.00
Final report format									0.00
Contracted Accessibility Experts		0.00	0.00	0.00	0.00	3,500.00	0.00		3,500.00
Sub-Contractor: Public Knowledge (PK)									0.00
Legal Analyst	Hours 0.00	0.00	0.00	2.00	8.00	6.00			16.00
	\$ 250.00	\$0.00	\$0.00	\$500.00	\$2,000.00	\$1,500.00			4,000.00
TOTAL	Hours 378.00	198.00	40.00	22.00	124.00	66.00			826.00
	\$	\$36,481.18	\$17,603.61	\$5,844.26	\$3,123.87	\$17,775.68	\$8,318.38	\$4,567.26	94,712.20



New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

12/20/2021

Date

DocuSigned by:

Jessica Pearson, Director

Name: JESSICA Pearson, Director

Title: Director

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

12/20/2021

Date

DocuSigned by:

Jessica Pearson, Director

Name: Jessica Pearson, Director

Title: Director

JPD

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/20/2021

Date

DocuSigned by:

Jessica Pearson, Director

Name: Jessica Pearson, Director

Title: Director

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New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

ba  
JPD

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name:

12/20/2021

Date

DocuSigned by:

Jessica Pearson, Director

Name: JESSICA Pearson, Director

Title: Director

Exhibit G

Contractor Initials

JP

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/20/2021

Date

DocuSigned by:

Jessica Pearson, Director

Name: Jessica Pearson, Director

Title: Director



New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 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 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 State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

JPD

Date 12/20/2021

New Hampshire Department of Health and Human Services



Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"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.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate 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, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement 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 the HIPAA Privacy, Security, and Breach Notification Rules 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

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- 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 security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after 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:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). 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

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) 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.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of 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

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Contractor Initials

JPD

Date 12/20/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) 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) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. 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.

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Contractor Initials

SPD

Date 12/20/2021

New Hampshire Department of Health and Human Services



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State of

*Karen Hebert*

Signature of Authorized Representative

Karen Hebert

Name of Authorized Representative  
division Director

Title of Authorized Representative

12/20/2021

Date

Center for Policy Research

Name of the Contractor

*Jessica Pearson, Director*

Signature of Authorized Representative

Jessica Pearson, Director

Name of Authorized Representative

Director

Title of Authorized Representative

12/20/2021

Date

Contractor Initials *JPD*

Date 12/20/2021

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principal place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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


Contractor Name:

12/20/2021

Date

DocuSigned by:

Jessica Pearson, Director  
Name: JESSICA Pearson, Director  
Title: Director

Contractor Initials:   
Date: 12/20/2021

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 14-938-7185

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

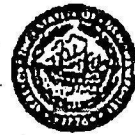
#### A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed; and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a); DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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



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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

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JPD