



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

Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

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May 21, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to an existing agreement with the University of New Hampshire of the University System of New Hampshire, 55 College Road, Durham, New Hampshire 03284 (Vendor Code # 177867) to provide a thorough, fair, and impartial review of New Hampshire's Child Support Guidelines by extending the contract completion date from June 30, 2018 to June 30, 2019 with no changes to the price limitation. This request is a no cost amendment. The original agreement was approved by the Governor and Executive Council on June 7, 2017, Item #8.

EXPLANATION

The purpose of this request is to extend the completion date of the original agreement from June 30, 2018 to June 30, 2019 to allow the vendor to provide legislative testimony upon the completion of the thorough, fair, and impartial review of New Hampshire's Child Support Guidelines, conducted in accordance with 45 CFR 302.56(e) and RSA 458-C:6.

This request is **sole source** because the vendor will continue to provide contracted services at no-cost for a full year to provide additional time for legislative testimony and response to legislative inquiries. The vendor is aware that they will continue to provide the contracted services at no additional cost.

The Department is required under 45 CFR 302.56(e) and RSA 458-C:6 to review the Guidelines at least once every four years for the purpose of ensuring that the application of the Guidelines results in appropriate determination of child support amounts. The most recent review was conducted in 2008 with a final report published in early 2009, which resulted in six recommendations, of which three recommended changes were legislatively enacted between 2010 and 2013.

The vendor will continue to conduct and complete a thorough, fair and impartial review of the Guidelines established in RSA 458-C to determine whether application of the guidelines results in the determination of appropriate child support award amounts, as mandated by RSA Chapter 458-C:6 and Title 45 CFR 302.56(e). As part of the review, the vendor will consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines. The analysis of the data must be used in the State's review of the guidelines to determine whether deviations from the guidelines are limited in accordance with 45 CFR 302.56(h).

The Department, in accordance with RSA 458-C:6, shall present the Child Support Guidelines Review Report to the President of the Senate, the Speaker of the House of Representatives, and the

Governor. This amendment ensures that the vendor is available to testify before NH legislative committees and subcommittees for up to eight (8) hours during the legislative session following delivery of the Child Support Guidelines Review Report. The legislative testimony will include an overall oral summary/presentation on the details, specifics, findings and any recommendations of the completed review. The vendor will also address any questions, comments and/or concerns raised by any committee members.

The original contract was competitively bid. A Request for Proposals was available on the Department of Health and Human Services' web site from October 3, 2016 through November 14, 2016. Two (2) proposals were received in response to the Request for Proposals. The proposals were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. This vendor was selected.

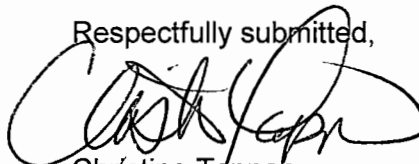
The Amendment has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Health and Human Services.

Should the Governor and Executive Council not approve this request the Department may not be in compliance with RSA 458-C:6 and could be liable for any consequences.

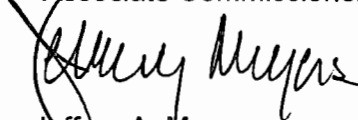
Area Served: Statewide

Source of Funds: No Cost Amendment

Respectfully submitted,



Christine Tappan
Associate Commissioner



Approved by: Jeffrey A. Meyers
Commissioner

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 6/7/17, item # 8, for the Project titled “**Review of Child Support Guidelines,**” Campus Project Director, **Kristin Smith, Ph.D.**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

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

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

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **June 30, 2018** with the revised Project End Date of **June 30, 2019**, and Exhibit A, article B is revised to replace the Project Period of **June 7, 2017 – June 30, 2018** with **June 7, 2017 – June 30, 2019**.
- Article C. is amended to expand Exhibit A by including the proposal titled, “ _____ ,” dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of \$ _____ and will read:
Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached

to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

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

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

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

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

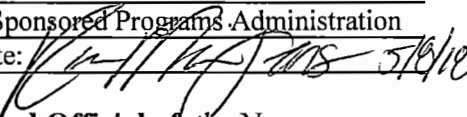
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

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

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

Name: Karen Jensen

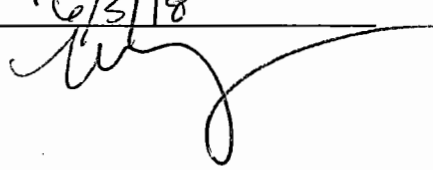
Title: Manager Sponsored Programs Administration

Signature and Date:  5/29/18

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

Name: Megan A. Yorke

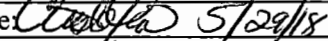
Title: Attorney

Signature and Date:  6/5/18

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

Name: Christine Tappan

Title: Associate Commissioner

Signature and Date:  5/29/18

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Review of Child Support Guidelines
- B. **Project Period:** June 7, 2017 through June 30, 2019.
- C. **Objectives:** See Exhibit A-1, Amendment #1 attached, the content of which is incorporated herein as part of this Project Agreement.
- D. **Scope of Work:** Delete Exhibit A-1, Scope of Services and replace with Exhibit A-1, Amendment #1, Scope of Services.
- E. **Deliverables Schedule:** See D, Scope of Work, above.
- F. **Budget and Invoicing Instructions:** No additional funds will be incorporated in this agreement. This is a no cost amendment.



Exhibit A-1, Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Campus shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Campus agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Required Services

- 2.1. The Campus shall conduct and complete a thorough, fair and impartial review of the Guidelines established at RSA 458-C to determine whether application of such guidelines "results in the determination of appropriate child support award amounts" [RSA Chapter 458-C:6 and Title 45 CFR 302.56(e)]. As part of the review, the Campus shall "consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines. The analysis of the data must be used in the State's review of the guidelines to ensure that deviations from the guidelines are limited." [45 CFR 302.56(h)].
- 2.2. On or before September 18, 2017, the Campus shall prepare, and submit to the State, a thorough, fair and impartial written draft document entitled, "Child Support Guidelines Review Report," that details the scope and specifics of the completed review along with its findings and recommendations. The State will review the document and provide the Campus with the State's analysis, questions, concerns and suggested revisions, if any. The Campus shall address the State's review, make revisions to the document and finalize it for State approval within thirty (30) days after the State has provided its analysis, questions, concerns and suggested revisions.
- 2.3. During the period of June 7, 2017 through June 30, 2019, the Campus shall make available a qualified, fair and impartial representative to testify before NH legislative committees (including subcommittees) for up to eight (8) hours, approximately four (4) hours in the NH House of Representatives and four (4) hours in the NH Senate, during the legislative session following delivery of the Child Support Guidelines Review Report. The legislative testimony shall include an overall oral summary/presentation as to the details, specifics, findings and any recommendations of the completed review. The qualified representative shall also address any questions, comments and/or concerns raised by any committee members.
- 2.4. **Qualitative Review Plan**
 - 2.4.1. Literature Review (Michael Kalinowski)



Exhibit A-1, Amendment #1

- 2.4.1.1. The Campus shall review the most recent Child Support Guidelines review, as well as other available information and data on each of the six (6) New England states.
- 2.4.1.2. The Campus shall review existent scholarly literature on child support allocation, and then compare economic data in New Hampshire to the other five (5) New England states and compare how the Income Shares model is currently implemented in each of these states.
- 2.4.1.3. The Campus shall review federal child support policies, research, and current issues to compare New Hampshire to federal policies.
- 2.4.2. New England Review (Michael Kalinowski, Kristin Smith)
 - 2.4.2.1. The Campus shall, in order to more fully understand the child support guidelines and allocation scheme in other states and the challenges they have faced, visit two (2) New England states to be selected by the Campus.
 - 2.4.2.2. It is expected that onsite visits shall provide a better context for analysis of the New Hampshire guidelines, to provide more thorough analyses, and expand understanding of how variations on the guidelines can produce differential impacts for children, parents, state agencies, and personnel.
 - 2.4.2.3. The Campus shall summarize this review as part of the initial findings and in the final report.
- 2.4.3. Client and Stakeholder Review (Kristin Smith, Michael Kalinowski)

For this policy analysis to be thorough, fair and impartial, it is critical that all stakeholders, including obligors, obligees, child advocates, as well as members of judicial, economic assistance, and family support systems and service agencies have a chance to provide input into whether the application of such guidelines results in the determination of appropriate child support awards.

 - 2.4.3.1. Public Forums
 - 2.4.3.1.1. The Campus shall organize and convene three (3) to four (4) regional public forums across New Hampshire to:
 - 2.4.3.1.1.1. Gather feedback from obligors and obligees on experiences with the new guidelines in New Hampshire.
 - 2.4.3.1.2. Each forum shall last ninety (90) to one hundred twenty (120) minutes.
 - 2.4.3.1.3. Each forum shall be moderated by Dr. Kristin Smith.
 - 2.4.3.1.4. Each forum is intended to solicit informal testimony regarding citizen experiences with policies, procedures, and the child support process as they relate to the child support guidelines.
 - 2.4.3.1.5. Testimony shall be recorded and analyzed using content analysis protocol to generate major thematic considerations for policy review.



Exhibit A-1, Amendment #1

These considerations shall be used in tandem with the analysis of the guidelines data.

2.4.3.2. Stakeholder Agency and Organization Forums

2.4.3.2.1. The Campus shall organize and convene two (2) stakeholder forums.

2.4.3.2.2. Each stakeholder forum shall be followed by either a mailed or telephone survey, if necessary, to ensure a sufficient sampling of opinion regarding the current child support procedures, process and formulas.

2.4.3.3. Legislator, Judicial, and State Agency Interviews

2.4.3.3.1. The Campus shall conduct key informant interviews with targeted legislators, lawyers, judges and state agency administrators and staff members to solicit their opinion on current child support guidelines and the Income Shares allocation formula.

2.4.3.3.1.1. The information gained from these interviews will provide context and establish a transparent and open pattern for future communications.

2.4.3.3.2. The Campus shall develop and distribute a survey to family judges, Marital Masters, referees, and NH Bar Association, Family division attorneys to gain insight on the level and magnitude of any deviations from the guidelines, as well as impressions regarding recent legislative changes.

2.5. Quantitative Review Plan

2.5.1. Review of Child Support Guidelines

(Kristin Smith, Michael Kalinowski, Reagan Baughman, Research Assistant)

2.5.1.1. The Campus shall take the following steps to complete a thorough, fair and impartial review of the Guidelines established at RSA 458-C to determine whether application of such guidelines results in the determination of appropriate child support awards:

2.5.1.1.1. Case Files Review

(Kristin Smith, Michael Kalinowski, Reagan Baughman, Research Assistant)

2.5.1.1.1.1 The Campus shall collect data from a random sample of case files from five (5) or six (6) courts determined via a clustered random sample, with at least one (1) court being in the Northern, Southern, Eastern and Western area of the state.

2.5.1.1.1.2 The Campus shall prepare a data collection template and test its efficacy by examining up to ten (10) case files.

2.5.1.1.1.3 The Campus shall draw a random sample of ten (10) to fifteen (15) percent of the case files filed in 2014 or 2015 in five (5) or six (6) courts determined via a clustered random sample, with at least one (1) court being in the Northern, Southern, Eastern and Western area of the state.



Exhibit A-1, Amendment #1

- 2.5.1.1.1.4 The data to be collected from the case files includes at a minimum:
- 2.5.1.1.1.4.1 Information regarding previous and potentially new family compositions,
 - 2.5.1.1.1.4.2 Amount of the guidelines allocations for both parents if possible,
 - 2.5.1.1.1.4.3 Town(s) of residence,
 - 2.5.1.1.1.4.4 Child care expenses and/or medical expenses, and
 - 2.5.1.1.1.4.5 Any unusual expenses used to determine the award.
- 2.5.1.1.1.5 The Campus shall use the data collected to determine whether the awards reflect any deviations from the allocation formula specified under the current child support guidelines and the level, magnitude, and whether any patterns of deviation exist.
- 2.5.1.1.1.6 The Campus shall use the analysis of the data in the Campus's review of the guidelines to determine whether deviations from the guidelines are limited.
- 2.5.1.1.2. New Hampshire Division of Child Support Services Queries**
- 2.5.1.1.2.1. The Campus shall work with the State to determine the efficacy of querying the State's data banks regarding information regarding support orders that might be helpful in better understanding data obtained through forums, interviews and case file reviews.
- 2.5.1.1.3. Analysis of Economic Data on the Cost of Raising Children**
(Kristin Smith, Reagan Baughman, Research Assistant)
- 2.5.1.1.3.1. The Campus shall consider economic data on the cost of raising children and consider the application of, and deviations from, the guidelines.
 - 2.5.1.1.3.2. The Campus shall use the most recent data available on U.S. family consumption patterns, the 2015 Consumer Expenditure Survey (CEX), which were made available August, 2016 collected by the U.S. Census Bureau for the Bureau of Labor Statistics.
 - 2.5.1.1.3.3. The Campus shall examine the Family Budget Calculators (the Economic Policy Institute and MIT each have an estimator) that have estimates available for 6 NH cities and rural NH to help inform the costing data.
 - 2.5.1.1.3.4. Using the CEX, the Campus shall estimate the average expenditure per child (separately for total, housing and utility, transportation, food and other costs) using a marginal cost method.
 - 2.5.1.1.3.5. The Campus shall use regression analysis to estimate the marginal cost of adding an additional child to a family and to come up with separate estimates for the 1st, 2nd, and 3rd+ children in a household. The marginal cost method more accurately reflects



Exhibit A-1, Amendment #1

economies of scale in a household. The Campus shall provide separate estimates for varying levels of total family income.

2.5.1.1.3.6. The Campus shall examine the expenditure estimates alongside the case files data to allow the project team to examine expenditures with each parents' income to determine whether or not current percentage-of-income guidelines are meeting basic expenditure needs.

2.5.1.1.4. **Analysis of Current Population Survey Data** (Kristin Smith, Research Assistant)

2.5.1.1.4.1. The Campus shall augment their analysis of quantitative data by using a 5-year pooled sample of the Current Population Survey (CPS) data for New Hampshire, which provides complete data on all sources of income for a nationally-representative sample of American households.

2.5.1.1.4.2. By pooling five (5) years of data, the sample size of New Hampshire families with children under 18 is 4,419, of which 9.4% received child support, a sample size sufficient for robust analysis.

3. Staffing Requirements

3.1. Experience and Capacity

3.1.1. The Campus shall provide staff to perform and fulfill the contracted services described herein. All such staff shall have demonstrated experience in the performance of child support guidelines reviews as mandated by 42 U.S.C. 667 and 45 CFR 302.56, and/or demonstrated experience with similar projects. The Campus shall ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement.

3.1.2. The Campus shall replace any staff assigned to fulfill the requirements described herein in the event originally assigned staff becomes unavailable to provide such services during the course of the project.

3.1.3. The Campus shall not assign staff to fulfill contract requirements for whom the Campus has identified a conflict of interest in the subject matter without the Campus first disclosing the conflict to the State in writing and obtaining the prior written consent of the State to permit such assignment. To ensure potential conflicts of interest are promptly identified, the Campus shall utilize the form provided as Exhibit D, Conflict of Interest Disclosure Certification, and initiate review and approval with all employees prior to assignment.

4. Conflicts of Interest

4.1. Disclosure of Conflicts of Interest/Remedies

4.1.1. Underlying the goal of obtaining a thorough, fair and impartial review of Child Support Guidelines, the PI shall identify and disclose to the State any professional or personal involvement in activities that may signify the existence of a potential bias or conflict of interest in the subject matter. The PI shall



Exhibit A-1, Amendment #1

equally be obligated to disclose such involvement for any personnel or subcontractors the PI assigns to perform any of the contracted services. The PI shall disclose the activities to the State in writing within seven (7) calendar days of identifying the involvement utilizing the form provided as Exhibit D, Conflict of Interest Disclosure Certification.

- 4.1.2. If at any time during the Contract Period, the State determines, at its sole discretion, that the PI has a conflict of interest that presents an unacceptable risk for the State to obtain a thorough, fair and impartial review of the Guidelines, the State may, at its sole discretion, suspend the provisions of required services until further notice. The State will provide the Campus project administrator with written notice of the suspension of services. In such event, the Campus shall immediately cease providing such services until the conflict is resolved to the satisfaction of the State. If the State, at its sole discretion, determines the Campus has not addressed the conflict to the satisfaction of the State, the State will initiate contract termination procedures as provided for in Exhibit C under the agreement.

The State may also avail itself of all the remedies available to it as described in the agreement.

5. Project Deliverables

As a result of the Qualitative Review Plan and the Quantitative Review Plan described in Sections 2.4 and 2.5 respectively of this Exhibit A-1, the Campus shall provide the State with ongoing information, progress reports, and detailed findings.

Clear and constant communication with the State shall be vital to the successful implementation of the analysis. The Campus shall provide the State with deliverables including but not limited to:

5.1. Detailed Plan of Work

Within 10 calendar days of the approval of the Cooperative Project Agreement by the Governor and Executive Council, the Campus (Project Director) shall provide the State with a detailed work plan, outlining all proposed deadlines and scope of work, subject to approval by the State.

5.2. Analysis of Child Support Allocation Formula

The Campus shall:

- 5.2.1. Analyze court case files,
- 5.2.2. Conduct key informant interviews,
- 5.2.3. Solicit feedback from child support obligees and obligors at community forums,
- 5.2.4. Survey family judges, Marital Masters, referees, and NH Bar Association, Family Division attorneys, and
- 5.2.5. Visit two (2) other New England states to more fully understand the child support guidelines and allocation scheme in the other states and the challenges they have faced.

KJ

5/8/10



Exhibit A-1, Amendment #1

5.3. Analysis of Costs of Raising Children

5.3.1. The Campus shall analyze economic data on the cost of raising children and consider the application of, and deviations from, the guidelines.

5.3.1.1. The relevant costs of health care, child care, and other household expenses related to raising children are important factors in the review of child support allocation.

5.4. Monthly Progress Review and Input

5.4.1. During the data gathering, research, and analysis phase of the project, monthly meetings shall be held between the Campus and State staff.

5.4.1.1. These meetings shall be initiated by the project directors, and provide clear communication between the State and the Campus.

5.4.1.2. The State shall be provided opportunities to assess and respond to all aspects of the Campus's work.

5.4.1.3. These meetings shall be conducted either

5.4.1.3.1. In person,

5.4.1.3.2. Via telephone,

5.4.1.3.3. Via web meeting, or

5.4.1.3.4. Via video conferencing.

5.5. Child Support Guidelines Review Report

5.5.1. The Campus shall prepare a thorough, fair and impartial draft document entitled "Child Support Guidelines Review Report" on or before September 18, 2017 as outlined in Section 2.2.

5.5.1.1. The Campus shall provide the State with a revised, bound, final report that shall include all the findings of the study, proposed recommendations regarding current policy, and a discussion of procedure, protocol, and methodology employed to reach these determinations within thirty (30) days of receipt of comments from State staff.

5.5.1.1.1. The report shall be written in a manner that shall satisfy all federal guidelines while providing clear and readily understandable language for use by state policymakers.

5.6. Testimony and Legislative Support

5.6.1. The Campus shall provide up to 8 hours of testimony and legislative support to the committee as outlined in Section 2.3.

5.6.2. Both written and oral testimony shall be provided in cooperation with the state and legislative requests.



Exhibit A-1, Amendment #1

5.6.3. Project team members shall be available, upon written or electronic request, to attend, in person, any and all pertinent legislative meetings to provide explanations and documentation for informational purposes to lawmakers.

5.7. Deliverables Schedule

Governor and Council Approval Date	Project Approved and Funded
April 10, 2017	Initial meeting between designated representatives of State Staff members and Project Team: goal setting and review of proposal.
April 10, 2017 thru June 23, 2017	Qualitative Review: Literature Review, Key Informant Interviews, Survey of Family Judges, Marital Masters, referees, and NH Bar Association, Family Division attorneys, Organize Client and Stakeholder Forums
May 15 thru July 14, 2017	Hold Client and Stakeholder forums, Continue Key Informant Interviews, Implement Survey of Family Judge, Marital Masters, referees, and NH Bar Association, Family Division attorneys, Organize two New England state visits (<i>Milestone: Completion of qualitative review data collection</i>)
April 10 thru July 14, 2017	Quantitative Analysis: Court Case File Review for five (5) or six (6) courts determined via a clustered random sample, with at least one (1) court being in the Northern, Southern, Eastern and Western area of the state. (<i>Milestone: Completion of Case File data collection</i>)
May 15 thru July 14, 2017	Qualitative data analysis: Case files, Key Informant interviews, Family Judges, Marital Masters, referees, and NH Bar Association Family Division attorneys
May 15 thru July 14, 2017	Qualitative and Quantitative data analysis: New England Review, CPS data analysis, Site visits to 2 New England states
May 15, 2017	Progress review and input meeting: State staff and Project Team
June 19, 2017	Progress review and input meeting: State staff and Project Team
June 19 thru August 18, 2017	Quantitative Analysis: Cost of Raising a Child, Consumer Expenditure data, Family Budget calculators, CPS data (<i>Milestone: Completion of cost of raising a child analysis</i>)



Exhibit A-1, Amendment #1

June 19 thru July 14, 2017	Stakeholder and agency forums, Legislature, state agency and organizations interviews and meetings
July 17, 2017	Progress review and input meeting: State staff and Project Team
July 17, 2017 thru August 21, 2017	Analysis of all quantitative collected Child Support Allocation data: Case files, CSS data, CPS data, and CEX data
September 8, 2017	Presentation of initial Review of Child Support Guidelines findings and recommendations to State Staff for feedback and input
September 9, 2017 thru September 18, 2017	Complete Review of Child Support Allocation Guidelines and write first draft of report
On or before September 18, 2017	Submission of draft written report, <i>Child Support Guidelines Review Report</i> to State Staff
Within 30 days of receipt of State feedback to draft written report	Submission of final written report, <i>Child Support Guidelines Review Report</i> to State Staff
June 7, 2017 – June 30, 2019	Provide fair and impartial testimony before the New Hampshire legislative committees in both the House of Representatives and the New Hampshire Senate.

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

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Director

129 PLEASANT STREET, CONCORD, NH 03301
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April 27, 2017

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 to enter into an agreement with the University of New Hampshire of the University System of New Hampshire, 55 College Road, Durham, New Hampshire 03284 (Vendor Code # 177867) in the amount of \$139,360 to provide a thorough, fair, and impartial review of New Hampshire's Child Support Guidelines effective upon the date of Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Funds are available in the following account for State Fiscal Year 2017, and are anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-095-042-427010-7929 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DIVISION OF CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

STATE FISCAL YEAR	CLASS	CLASS TITLE	JOB NUMBER	AMOUNT
SFY 2017	102-500731	Contracts for Program Services	42700028	\$88,859
SFY 2018	102-500731	Contracts for Program Services	42700028	\$50,501
			TOTAL:	\$139,360

EXPLANATION

The purpose of this agreement is to ensure a thorough, fair, and impartial review of New Hampshire's Child Support Guidelines (Guidelines) is conducted in accordance with 45 CFR 302.56(e) and RSA 458-C:6.

The Department is required under 45 CFR 302.56(e) and RSA 458-C:6 to review the Guidelines at least once every four years for the purpose of ensuring that the application of the Guidelines results in appropriate determination of child support amounts. The most recent review was conducted in 2008 with a final report published in early 2009, which resulted in six

recommendations, of which three recommended changes were legislatively enacted between 2010 and 2013.

The Department is responsible for the establishment and enforcement of child support cases upon application for child support services. As of September 30, 2016, the Department was involved in 38,551 cases statewide. These include cases where the custodial parent is receiving public assistance and cases where the custodial parent does not receive any public assistance. Of these cases, 7,178 were in the process of having an order established for child support.

The vendor will conduct and complete a thorough, fair and impartial review of the Guidelines established in RSA 458-C to determine whether application of the guidelines results in the determination of appropriate child support award amounts, as mandated by RSA Chapter 458-C:6 and Title 45 CFR 302.56(e). As part of the review, the vendor will consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines. The analysis of the data must be used in the State's review of the guidelines to determine whether deviations from the guidelines are limited in accordance with 45 CFR 302.56(h).

The vendor will review the most recent Child Support Guidelines review completed in 2009, as well as other available information and data on each of the six (6) New England states. The vendor will also review existent scholarly literature on child support allocation and compare economic data in New Hampshire to the other five (5) New England states in order to compare how the Income Shares model is currently implemented in each of these states.

In addition to information available from the New England states, the vendor will seek input from all stakeholders including, but not limited to, obligors, obligees, child advocates as well as members of the judicial, economic assistance and family support systems and service agencies. The wide variety of stakeholder involvement will ensure a fair review of information gathered to provide insight on whether the application of such guidelines results in the determination of appropriate child support awards.

The vendor will organize and convene three (3) to four (4) regional public forums across New Hampshire to gather feedback from obligors and obligees on experiences with the guidelines in New Hampshire. Forums are intended to solicit informal testimony regarding citizen experiences with policies, procedures and the child support process as they relate to the guidelines. The vendor will also organize two (2) stakeholder forums that will be followed by either a mailed or telephone survey, if needed, to ensure sufficient sampling of opinion regarding child support procedures, process and formulas. Other information gathering activities will include, but are not limited to, conducting key informant interviews with legislators, lawyers, judges and state agency administrators.

The vendor will also research available economic data on the cost of raising children, which includes, but is not limited to, data available on U.S. family consumption patterns, and Family Budget Calculators as designed by the Economic Policy Institute and MIT.

On or before September 18, 2017, the vendor will prepare, and submit a thorough, fair and impartial written draft document titled, "Child Support Guidelines Review Report," to the Department that details the scope and specifics of the completed review along with its findings and recommendations. The Department will review the document and provide the vendor with

the Department's analysis, questions, concerns and suggested revisions, if any. The vendor will address the Department's review, make revisions to the document and finalize it for Department approval within thirty (30) days after the Department has provided its analysis, questions, concerns and suggested revisions.

The Department, in accordance with RSA 458-C:6, shall present the *Child Support Guidelines Review Report* to the President of the Senate, the Speaker of the House of Representatives, and the Governor. This agreement ensures that the vendor is available during the period of July 1, 2017 through June 30, 2018, to testify before NH legislative committees and subcommittees for up to eight (8) hours during the legislative session following delivery of the *Child Support Guidelines Review Report*. The legislative testimony will include an overall oral summary/presentation on the details, specifics, findings and any recommendations of the completed review. The vendor will also address any questions, comments and/or concerns raised by any committee members.

This contract was competitively bid. A Request for Proposals was available on the Department of Health and Human Services' web site from October 3, 2016 through November 14, 2016. Two (2) proposals were received in response to the Request for Proposals. The proposals were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. One (1) vendor was funded. The bid summary is attached.

The University of New Hampshire is highly qualified to undertake this review and analysis. The proposal submitted by UNH included a rigorous and detailed plan to provide both quantitative and qualitative analyses, all of which are included in the attached contract.

As referenced in the Request for Proposals, this competitively procured Agreement has the option to extend for up to six (6) months, subject to continued availability of services, satisfactory performance of services, and agreement of the parties and further approval of Governor and Executive Council.

Should the Governor and Executive Council not authorize this Request, the Department would risk being out of compliance with RSA Chapter 458-C:6 and Title 45 CFR 302.56(e), the state statues and federal regulations that mandate a review of the child support guidelines every four (4) years.

Area serviced: Statewide.

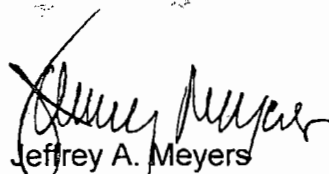
Source of funds: 100% Other.

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

Respectfully submitted,



Maureen U. Ryan
Director of Human Services



Approved by: Jeffrey A. Meyers
Commissioner



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

Review of Child Support Guidelines

RFP-2017-DCSS-03-REVIE

RFP Name

RFP Number

Reviewer Names

Bidder Name

- 1. Center for Policy Research
- 2. University of New Hampshire
- 3. _____
- 4. _____
- 5. _____

Pass/Fail	Maximum Points	Actual Points
	450	391
	450	402

- 1. Karyl Provost, Program Mgr FSSU & MEU - TECH
- 2. Mary Beth Marquis, Supervisor V, Child Support Svcs, Concord DO
- 3. Rachel Lakin, Prog Ops Admin, BEAS Adult Protctn
- 4. Susan Brisson, Supervisor VII, Child Support Svcs
- 5. Amy Pauli, Supervisor V, Child Suprt Svc, Southern DO - COST
- 6. Beth Kelly, Administrator II, OCOM Finance
- 7. Kamakshi Subbakaran, Business Systems Analyst, OIS

COOPERATIVE PROJECT AGREEMENT

between the

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

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services, Division of Child Support Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/18**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Review of Child Support Guidelines

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

State Project Administrator

Name: Karen Hebert
Address: NH DHHS
129 Pleasant Street
Concord, NH 03301

Phone: 603-223-4823

Campus Project Administrator

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

Phone: 603-862-1942

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

State Project Director

Name: Sarah Chappelow
Address: NH DHHS
129 Pleasant Street
Concord, NH 03301

Phone: 603-223-4819

Campus Project Director

Name: Kristin Smith, Ph.D.
Address: University of New Hampshire
The Carsey School of Public Policy
73 Main Street
Durham, NH 03824

Phone: 603-862-1290

F. Total State funds in the amount of \$139,359.06 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. 1704NHCSES from Administration for Children and Families under CFDA# 93.563. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) 14, **Termination** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

See Exhibit C, the content of which is incorporated herein as part of this Project Agreement.

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

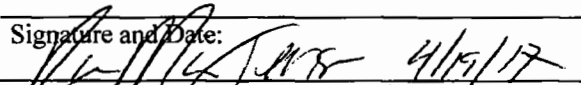
State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

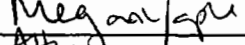

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Health and Human Services have executed this Project Agreement.

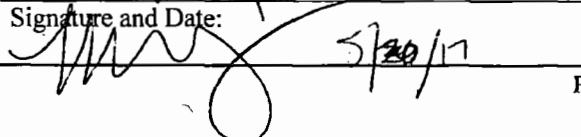
**By An Authorized Official of:
University of New Hampshire**

Name: Karen Jensen
Title: Manager Sponsored Programs Administration

Signature and Date:  4/19/17

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

Name: 
Title: 

Signature and Date:  5/20/17

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

Name: Maureen Ryan
Title: Director, Office of Human Services

Signature and Date:  5/1/17

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

Name:
Title:

Signature and Date:

Campus Authorized Official 
Date 4/19/17

EXHIBIT A

- A. **Project Title:** Review of Child Support Guidelines
- B. **Project Period:** Upon Governor and Executive Council approval through June 30, 2018. The State reserves the right to renew this contract for up to six (6) additional months, subject to continued availability of funds, satisfactory performance of services, and approval of Governor and Executive Council.
- C. **Objectives:** See Exhibit A-1, attached, the content of which is incorporated herein as part of this Project Agreement.
- D. **Scope of Work:** See Exhibit A-1, attached, the content of which is incorporated herein as part of this Project Agreement.
- E. **Deliverables Schedule:** See Exhibit A-1, attached, the content of which is incorporated herein as part of this Project Agreement.
- E. **Budget and Invoicing Instructions:** See Exhibit B-1, B-2, B-3 attached, the content of which is incorporated herein as part of this Project Agreement.

EXHIBIT B

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

Special Federal provisions are listed here: None or :

Uniform Guidance issued by the Office of Management and budget (OMB) in lieu of Circulars listed in paragraph above. .



Exhibit A-1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Campus shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Campus agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Agreement to the contrary, no services shall continue after June 30, 2017, and the State shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Years 2018.

2. Required Services

- 2.1. The Campus shall conduct and complete a thorough, fair and impartial review of the Guidelines established at RSA 458-C to determine whether application of such guidelines "results in the determination of appropriate child support award amounts" [RSA Chapter 458-C:6 and Title 45 CFR 302.56(e)]. As part of the review, the Campus shall "consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines. The analysis of the data must be used in the State's review of the guidelines to ensure that deviations from the guidelines are limited." [45 CFR 302.56(h)].
- 2.2. On or before September 18, 2017, the Campus shall prepare, and submit to the State, a thorough, fair and impartial written draft document entitled, "Child Support Guidelines Review Report," that details the scope and specifics of the completed review along with its findings and recommendations. The State will review the document and provide the Campus with the State's analysis, questions, concerns and suggested revisions, if any. The Campus shall address the State's review, make revisions to the document and finalize it for State approval within thirty (30) days after the State has provided its analysis, questions, concerns and suggested revisions.
- 2.3. During the period of July 1, 2017 through June 30, 2018, the Campus shall make available a qualified, fair and impartial representative to testify before NH legislative committees (including subcommittees) for up to eight (8) hours, approximately four (4) hours in the NH House of Representatives and four (4) hours in the NH Senate, during the legislative session following delivery of the Child Support Guidelines Review Report. The legislative testimony shall include an overall oral summary/presentation as to the details, specifics, findings and any recommendations of the completed review. The qualified representative shall also address any questions, comments and/or concerns raised by any committee members.



Exhibit A-1

2.4. Qualitative Review Plan

2.4.1. Literature Review (Michael Kalinowski)

- 2.4.1.1. The Campus shall review the most recent Child Support Guidelines review, as well as other available information and data on each of the six (6) New England states.
- 2.4.1.2. The Campus shall review existent scholarly literature on child support allocation, and then compare economic data in New Hampshire to the other five (5) New England states and compare how the Income Shares model is currently implemented in each of these states.
- 2.4.1.3. The Campus shall review federal child support policies, research, and current issues to compare New Hampshire to federal policies.

2.4.2. New England Review (Michael Kalinowski, Kristin Smith)

- 2.4.2.1. The Campus shall, in order to more fully understand the child support guidelines and allocation scheme in other states and the challenges they have faced, visit two (2) New England states to be selected by the Campus.
- 2.4.2.2. It is expected that onsite visits shall provide a better context for analysis of the New Hampshire guidelines, to provide more thorough analyses, and expand understanding of how variations on the guidelines can produce differential impacts for children, parents, state agencies, and personnel.
- 2.4.2.3. The Campus shall summarize this review as part of the initial findings and in the final report.

2.4.3. Client and Stakeholder Review (Kristin Smith, Michael Kalinowski)

For this policy analysis to be thorough, fair and impartial, it is critical that all stakeholders, including obligors, obligees, child advocates, as well as members of judicial, economic assistance, and family support systems and service agencies have a chance to provide input into whether the application of such guidelines results in the determination of appropriate child support awards.

2.4.3.1. Public Forums

- 2.4.3.1.1. The Campus shall organize and convene three (3) to four (4) regional public forums across New Hampshire to:
 - 2.4.3.1.1.1. Gather feedback from obligors and obligees on experiences with the new guidelines in New Hampshire.
- 2.4.3.1.2. Each forum shall last ninety (90) to one hundred twenty (120) minutes.
- 2.4.3.1.3. Each forum shall be moderated by Dr. Kristin Smith.
- 2.4.3.1.4. Each forum is intended to solicit informal testimony regarding citizen experiences with policies, procedures, and the child support process as they relate to the child support guidelines.
- 2.4.3.1.5. Testimony shall be recorded and analyzed using content analysis protocol to generate major thematic considerations for policy review. These considerations shall be used in tandem with the analysis of the guidelines data.



Exhibit A-1

2.4.3.2. Stakeholder Agency and Organization Forums

- 2.4.3.2.1. The Campus shall organize and convene two (2) stakeholder forums.
- 2.4.3.2.2. Each stakeholder forum shall be followed by either a mailed or telephone survey, if necessary, to ensure a sufficient sampling of opinion regarding the current child support procedures, process and formulas.

2.4.3.3. Legislator, Judicial, and State Agency Interviews

- 2.4.3.3.1. The Campus shall conduct key informant interviews with targeted legislators, lawyers, judges and state agency administrators and staff members to solicit their opinion on current child support guidelines and the Income Shares allocation formula.

- 2.4.3.3.1.1. The information gained from these interviews will provide context and establish a transparent and open pattern for future communications.

- 2.4.3.3.2. The Campus shall develop and distribute a survey to family judges, Marital Masters, referees, and NH Bar Association, Family division attorneys to gain insight on the level and magnitude of any deviations from the guidelines, as well as impressions regarding recent legislative changes.

2.5. Quantitative Review Plan

2.5.1. Review of Child Support Guidelines

(Kristin Smith, Michael Kalinowski, Reagan Baughman, Research Assistant)

- 2.5.1.1. The Campus shall take the following steps to complete a thorough, fair and impartial review of the Guidelines established at RSA 458-C to determine whether application of such guidelines results in the determination of appropriate child support awards:

2.5.1.1.1. Case Files Review

(Kristin Smith, Michael Kalinowski, Reagan Baughman, Research Assistant)

- 2.5.1.1.1.1 The Campus shall collect data from a random sample of case files from five (5) or six (6) courts determined via a clustered random sample, with at least one (1) court being in the Northern, Southern, Eastern and Western area of the state.
 - 2.5.1.1.1.2 The Campus shall prepare a data collection template and test its efficacy by examining up to ten (10) case files.
 - 2.5.1.1.1.3 The Campus shall draw a random sample of ten (10) to fifteen (15) percent of the case files filed in 2014 or 2015 in five (5) or six (6) courts determined via a clustered random sample, with at least one (1) court being in the Northern, Southern, Eastern and Western area of the state.
 - 2.5.1.1.1.4 The data to be collected from the case files includes at a minimum:
 - 2.5.1.1.1.4.1. Information regarding previous and potentially new family compositions,



Exhibit A-1

- 2.5.1.1.1.4.2. Amount of the guidelines allocations for both parents if possible,
- 2.5.1.1.1.4.3. Town(s) of residence,
- 2.5.1.1.1.4.4. Child care expenses and/or medical expenses, and
- 2.5.1.1.1.4.5. Any unusual expenses used to determine the award.
- 2.5.1.1.1.5 The Campus shall use the data collected to determine whether the awards reflect any deviations from the allocation formula specified under the current child support guidelines and the level, magnitude, and whether any patterns of deviation exist.
- 2.5.1.1.1.6 The Campus shall use the analysis of the data in the Campus's review of the guidelines to determine whether deviations from the guidelines are limited.
- 2.5.1.1.2. New Hampshire Division of Child Support Services Queries**
 - 2.5.1.1.2.1 The Campus shall work with the State to determine the efficacy of querying the State's data banks regarding information regarding support orders that might be helpful in better understanding data obtained through forums, interviews and case file reviews.
- 2.5.1.1.3. Analysis of Economic Data on the Cost of Raising Children**
(Kristin Smith, Reagan Baughman, Research Assistant)
 - 2.5.1.1.3.1 The Campus shall consider economic data on the cost of raising children and consider the application of, and deviations from, the guidelines.
 - 2.5.1.1.3.2 The Campus shall use the most recent data available on U.S. family consumption patterns, the 2015 Consumer Expenditure Survey (CEX), which were made available August, 2016 collected by the U.S. Census Bureau for the Bureau of Labor Statistics.
 - 2.5.1.1.3.3 The Campus shall examine the Family Budget Calculators (the Economic Policy Institute and MIT each have an estimator) that have estimates available for 6 NH cities and rural NH to help inform the costing data.
 - 2.5.1.1.3.4 Using the CEX, the Campus shall estimate the average expenditure per child (separately for total, housing and utility, transportation, food and other costs) using a marginal cost method.
 - 2.5.1.1.3.5 The Campus shall use regression analysis to estimate the marginal cost of adding an additional child to a family and to come up with separate estimates for the 1st, 2nd, and 3rd+ children in a household. The marginal cost method more accurately reflects economies of scale in a household. The Campus shall provide separate estimates for varying levels of total family income.
 - 2.5.1.1.3.6 The Campus shall examine the expenditure estimates alongside the case files data to allow the project team to examine expenditures with each parents' income to determine whether or not current



Exhibit A-1

percentage-of-income guidelines are meeting basic expenditure needs.

2.5.1.1.4. Analysis of Current Population Survey Data (Kristin Smith, Research Assistant)

2.5.1.1.4.1. The Campus shall augment their analysis of quantitative data by using a 5-year pooled sample of the Current Population Survey (CPS) data for New Hampshire, which provides complete data on all sources of income for a nationally-representative sample of American households.

2.5.1.1.4.2. By pooling five (5) years of data, the sample size of New Hampshire families with children under 18 is 4,419, of which 9.4% received child support, a sample size sufficient for robust analysis.

3. Staffing Requirements

3.1. Experience and Capacity

- 3.1.1. The Campus shall provide staff to perform and fulfill the contracted services described herein. All such staff shall have demonstrated experience in the performance of child support guidelines reviews as mandated by 42 U.S.C. 667 and 45 CFR 302.56, and/or demonstrated experience with similar projects. The Campus shall ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement.
- 3.1.2. The Campus shall replace any staff assigned to fulfill the requirements described herein in the event originally assigned staff becomes unavailable to provide such services during the course of the project.
- 3.1.3. The Campus shall not assign staff to fulfill contract requirements for whom the Campus has identified a conflict of interest in the subject matter without the Campus first disclosing the conflict to the State in writing and obtaining the prior written consent of the State to permit such assignment. To ensure potential conflicts of interest are promptly identified, the Campus shall utilize the form provided as Exhibit D, Conflict of Interest Disclosure Certification, and initiate review and approval with all employees prior to assignment.

4. Conflicts of Interest

4.1. Disclosure of Conflicts of Interest/Remedies

- 4.1.1. Underlying the goal of obtaining a thorough, fair and impartial review of Child Support Guidelines, the PI shall identify and disclose to the State any professional or personal involvement in activities that may signify the existence of a potential bias or conflict of interest in the subject matter. The PI shall equally be obligated to disclose such involvement for any personnel or subcontractors the PI assigns to perform any of the contracted services. The PI shall disclose the activities to the State in writing within seven (7) calendar days of identifying the involvement utilizing the form provided as Exhibit D, Conflict of Interest Disclosure Certification.
- 4.1.2. If at any time during the Contract Period, the State determines, at its sole discretion, that the PI has a conflict of interest that presents an unacceptable risk



Exhibit A-1

for the State to obtain a thorough, fair and impartial review of the Guidelines, the State may, at its sole discretion, suspend the provisions of required services until further notice. The State will provide the Campus project administrator with written notice of the suspension of services. In such event, the Campus shall immediately cease providing such services until the conflict is resolved to the satisfaction of the State. If the State, at its sole discretion, determines the Campus has not addressed the conflict to the satisfaction of the State, the State will initiate contract termination procedures as provided for in Exhibit C under the agreement.

The State may also avail itself of all the remedies available to it as described in the agreement.

5. Project Deliverables

As a result of the Qualitative Review Plan and the Quantitative Review Plan described in Sections 2.4 and 2.5 respectively of this Exhibit A-1, the Campus shall provide the State with ongoing information, progress reports, and detailed findings.

Clear and constant communication with the State shall be vital to the successful implementation of the analysis. The Campus shall provide the State with deliverables including but not limited to:

5.1. Detailed Plan of Work

Within 10 calendar days of the approval of the Cooperative Project Agreement by the Governor and Executive Council, the Campus (Project Director) shall provide the State with a detailed work plan, outlining all proposed deadlines and scope of work, subject to approval by the State.

5.2. Analysis of Child Support Allocation Formula

The Campus shall:

- 5.2.1. Analyze court case files,
- 5.2.2. Conduct key informant interviews,
- 5.2.3. Solicit feedback from child support obligees and obligors at community forums,
- 5.2.4. Survey family judges, Marital Masters, referees, and NH Bar Association, Family Division attorneys, and
- 5.2.5. Visit two (2) other New England states to more fully understand the child support guidelines and allocation scheme in the other states and the challenges they have faced.

5.3. Analysis of Costs of Raising Children

- 5.3.1. The Campus shall analyze economic data on the cost of raising children and consider the application of, and deviations from, the guidelines.
 - 5.3.1.1. The relevant costs of health care, child care, and other household expenses related to raising children are important factors in the review of child support allocation.



Exhibit A-1

5.4. Monthly Progress Review and Input

- 5.4.1. During the data gathering, research, and analysis phase of the project, monthly meetings shall be held between the Campus and State staff.
 - 5.4.1.1. These meetings shall be initiated by the project directors, and provide clear communication between the State and the Campus.
 - 5.4.1.2. The State shall be provided opportunities to assess and respond to all aspects of the Campus's work.
 - 5.4.1.3. These meetings shall be conducted either
 - 5.4.1.3.1. In person,
 - 5.4.1.3.2. Via telephone,
 - 5.4.1.3.3. Via web meeting, or
 - 5.4.1.3.4. Via video conferencing.

5.5. Child Support Guidelines Review Report

- 5.5.1. The Campus shall prepare a thorough, fair and impartial draft document entitled "Child Support Guidelines Review Report" on or before September 18, 2017 as outlined in Section 2.2.
 - 5.5.1.1. The Campus shall provide the State with a revised, bound, final report that shall include all the findings of the study, proposed recommendations regarding current policy, and a discussion of procedure, protocol, and methodology employed to reach these determinations within thirty (30) days of receipt of comments from State staff.
 - 5.5.1.1.1. The report shall be written in a manner that shall satisfy all federal guidelines while providing clear and readily understandable language for use by state policymakers.

5.6. Testimony and Legislative Support

- 5.6.1. The Campus shall provide up to 8 hours of testimony and legislative support to the committee as outlined in Section 2.3.
- 5.6.2. Both written and oral testimony shall be provided in cooperation with the state and legislative requests.
- 5.6.3. Project team members shall be available, upon written or electronic request, to attend, in person, any and all pertinent legislative meetings to provide explanations and documentation for informational purposes to lawmakers.



Exhibit A-1

5.7. Deliverables Schedule

Governor and Council Approval Date	Project Approved and Funded
April 10, 2017	Initial meeting between designated representatives of State Staff members and Project Team: goal setting and review of proposal.
April 10, 2017 thru June 23, 2017	Qualitative Review: Literature Review, Key Informant Interviews, Survey of Family Judges, Marital Masters, referees, and NH Bar Association, Family Division attorneys, Organize Client and Stakeholder Forums
May 15 thru July 14, 2017	Hold Client and Stakeholder forums, Continue Key Informant Interviews, Implement Survey of Family Judge, Marital Masters, referees, and NH Bar Association, Family Division attorneys, Organize two New England state visits (<i>Milestone: Completion of qualitative review data collection</i>)
April 10 thru July 14, 2017	Quantitative Analysis: Court Case File Review for five (5) or six (6) courts determined via a clustered random sample, with at least one (1) court being in the Northern, Southern, Eastern and Western area of the state. (<i>Milestone: Completion of Case File data collection</i>)
May 15 thru July 14, 2017	Qualitative data analysis: Case files, Key Informant interviews, Family Judges, Marital Masters, referees, and NH Bar Association Family Division attorneys
May 15 thru July 14, 2017	Qualitative and Quantitative data analysis: New England Review, CPS data analysis, Site visits to 2 New England states
May 15, 2017	Progress review and input meeting: State staff and Project Team
June 19, 2017	Progress review and input meeting: State staff and Project Team
June 19 thru August 18, 2017	Quantitative Analysis: Cost of Raising a Child, Consumer Expenditure data, Family Budget calculators, CPS data (<i>Milestone: Completion of cost of raising a child analysis</i>)
June 19 thru July 14, 2017	Stakeholder and agency forums, Legislature, state agency and organizations interviews and meetings
July 17, 2017	Progress review and input meeting: State staff and Project Team
July 17, 2017 thru August 21, 2017	Analysis of all quantitative collected Child Support Allocation data: Case files, CSS data, CPS data, and CEX data
September 8, 2017	Presentation of initial Review of Child Support Guidelines findings and recommendations to State Staff for feedback and input
September 9 thru September 18, 2017	Complete Review of Child Support Allocation Guidelines and write first draft of report

KJ
4/19/17

New Hampshire Department of Health and Human Services
Review of Child Support Guidelines



Exhibit A-1

On or before September 18, 2017	Submission of draft written report, <i>Child Support Guidelines Review Report</i> to State Staff
Within 30 days of receipt of State feedback to draft written report	Submission of final written report, <i>Child Support Guidelines Review Report</i> to State Staff
July 1, 2017 thru June 30, 2018	Provide fair and impartial testimony before the NH legislative committees in both the House of Representatives and the NH Senate



Exhibit B-1

Method and Conditions Precedent to Payment

1. The Campus shall provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
2. Payment for Services shall be made as follows:
 - 2.1. The Campus shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 2.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-2 and Exhibit B-3.
 - 2.3. The State shall make payment to the Campus within thirty (30) days of receipt of invoices for contract services provided pursuant to this Agreement.
 - 2.4. Invoices and reports identified in Section 2.1 shall be submitted to:
Lori Anderson, Program Specialist IV
Division of Child Support Services
129 Pleasant Street
Concord, NH 03301
3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Scope of Services.
4. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Child Support Guidelines Review Report could result in non-payment.

KS

4/19/17

Exhibit B-2 - Budget Form
04/05/17 - 06/30/17

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

Bidder/Program Name: University of New Hampshire / Review of Child Support Guidelines in NH

Budget Request for: RFP # 2017-DCCS-03-REVIE

Budget Period: April 5, 2017 - June 30, 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 46,105.00	\$ 22,821.98	\$ 68,926.98	\$ -	\$ -	\$ -	\$ 46,105.00	\$ 22,821.98	\$ 68,926.98
2. Employee Benefits	\$ 8,771.00	\$ 4,341.65	\$ 13,112.65	\$ -	\$ -	\$ -	\$ 8,771.00	\$ 4,341.65	\$ 13,112.65
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,500.00	\$ 742.50	\$ 2,242.50	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 742.50	\$ 2,242.50
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,312.00	\$ 1,144.44	\$ 3,456.44	\$ -	\$ -	\$ -	\$ 2,312.00	\$ 1,144.44	\$ 3,456.44
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):Tuition	\$ 1,120.00	\$ -	\$ 1,120.00	\$ -	\$ -	\$ -	\$ 1,120.00	\$ -	\$ 1,120.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 59,808.00	\$ 29,050.98	\$ 88,858.98	\$ -	\$ -	\$ -	\$ 59,808.00	\$ 29,050.98	\$ 88,858.98

Indirect As A Percent of Direct

48.6%

165 4/19/17

Exhibit B-3 - Budget Form
07/01/17 - 6/30/18

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

Bidder/Program Name: University of New Hampshire / Review of Child Support Guidelines in NH

Budget Request for: RFP # 2017-DCCS-03-REVIE

Budget Period: 07/01/17 - 06/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 24,817.00	\$ 12,408.50	\$ 37,225.50	\$ -	\$ -	\$ -	\$ 24,817.00	\$ 12,408.50	\$ 37,225.50
2. Employee Benefits	\$ 5,263.00	\$ 2,631.50	\$ 7,894.50	\$ -	\$ -	\$ -	\$ 5,263.00	\$ 2,631.50	\$ 7,894.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 931.00	\$ 465.50	\$ 1,396.50	\$ -	\$ -	\$ -	\$ 931.00	\$ 465.50	\$ 1,396.50
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,156.00	\$ 578.00	\$ 1,734.00	\$ -	\$ -	\$ -	\$ 1,156.00	\$ 578.00	\$ 1,734.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory): Publication Costs	\$ 1,500.00	\$ 750.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 750.00	\$ 2,250.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 33,667.00	\$ 16,633.60	\$ 50,600.60	\$ -	\$ -	\$ -	\$ 33,667.00	\$ 16,633.60	\$ 50,600.60

Indirect As A Percent of Direct

50.0%

KJ 4/19/17



REVISIONS TO GENERAL PROVISIONS

1. Article 14 of the Master Agreement for cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Campus written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Campus shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Campus shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Campus shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Campus shall establish a method of notifying clients and other affected individuals about the transition. The Campus shall include the proposed communications in its Transition Plan submitted to the State as described above.
2. The State reserves the right to renew the agreement for up to six (6) additional months, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



EXHIBIT D

Conflict of Interest Disclosure Certification

As acknowledged in RFP-2017-DCSS-03-REVIE, Review of Child Support Guidelines, Section 1.1. Purpose and Overview, the Department of Health and Human Services' intent is to secure a vendor who will conduct a thorough, fair and impartial review of the Child Support Guidelines. Underlying the goal of successful completion of this procurement is the need to preserve public confidence in both the process and the government agency that is conducting the process.

As such, an individual's present or past participation in specific child support- related litigation must be disclosed to ensure the integrity of the process. Personal involvement in activities that may signify the existence of a potential bias or conflict of interest, or may give the appearance of a bias or conflict of interest, must be properly evaluated in the evaluation process in order to maintain the necessary public confidence in the procurement and to ensure completion of the procurement's goal.

Therefore, the PI, any personnel named in PI's proposal, and any subcontractors the PI proposes to assign to perform services under the contract, must disclose any criminal or civil litigation, within the last ten years, that **involved the enforcement of child support obligations** involving themselves or any member of their immediate family, defined as current spouse, ex-spouse, parent, siblings, and child(ren), or any household member, such as live-in boyfriend or girlfriend and their child(ren). Enforcement litigation of a child support obligation includes, but is not limited to, civil litigation, such as show cause hearings, contempt hearings, and criminal litigation such as criminal contempt and criminal non-support charges.

Mandatory use of this Conflict of Interest Disclosure Certification shall continue for twelve (12) months post project award and apply to the PI, and any personnel and subcontractors assigned to perform services under this cooperative project agreement. The PI shall be responsible for the Certification's completion for all such individuals.

If the PI asserts it has no information to disclose in accordance with this requirement, the PI shall affirm so by checking this box: and completing the form accordingly.

All information disclosed will be reviewed by the State and a determination made in accordance with subsection 3.5 of the RFP. Failure to submit a Conflict of Interest Disclosure Certification or the submission of an incomplete or fraudulent Conflict of Interest Disclosure Certification shall disqualify the PI.

New Hampshire Department of Health and Human Services
Review of Child Support Guidelines



The following information must be provided:

Name and address of court/agency that addressed the enforcement litigation;

Date(s) of court/agency action;

Docket number/Case Number;

Names of the parties and relationship to PI or PI's personnel; and

Status of case, explaining type of litigation and providing circumstances of involvement.

I, the below signed, hereby certify that the information contained in this Conflict of Interest Disclosure Certification is true and accurate to the best of my knowledge and belief. I understand that I must immediately complete a new Disclosure Certification upon any change to the requested information.

Date: 4/21/17

Kristin Smith Research Associate
Printed Name and Title

Professor

Kristin Smith
Signature