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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES

Jeffrey A. Meyers
Commissioner

Mary S. Weatherill
Director

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December 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, Office of Human Service, Division of Child Support Services, to enter into an Agreement with Center for Policy Research (Vendor #TBD), 1570 Emerson Street, Denver, CO 80218, to provide consultation services to inform the future direction of program operations for the Department's Division of Child Support Services Access and Visitation program, in an amount not to exceed \$50,000 effective upon Governor and Executive Council approval through September 30, 2018. 100% Federal Funds.

Funds are available in the following accounts in State Fiscal Years 2018 and 2019 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-42-4270-79330000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: CHILD SUPPORT SERVICES, ACCESS AND VISITATION

State Fiscal Year	Class	Class Title	Activity Number	Current Budget
2018	072-509073	CONTRACTS	42700046	\$33,324.58
2019	072-509073	CONTRACTS	42700046	\$16,675.42
			Total	\$50,000.00

EXPLANATION

Approval of this Agreement will allow the Contractor to provide consultation services to inform the future direction of program operations for the Department of Health and Human Services, Division of Child Support Services Access and Visitation program. The overall goals of the Access and Visitation funding are to increase cooperation between parents with primary residential and non-primary residential responsibilities, and to facilitate children's access to and visitation with their parents with nonresidential responsibilities. The Division of Child Support Services (DCSS) has received federal Access and Visitation funding since 1996, and has contracted with New Hampshire-based organizations to provide mediation and supervised visitation and neutral drop-off and pick-up services. Through these consultation services, the Vendor will conduct an assessment which will inform the direction of future services.

The Vendor will be responsible to complete an assessment and seek feedback from key stakeholders to determine the types of services most needed in New Hampshire to increase cooperation between primary residential and non-primary residential parents, to help facilitate children's access to and visitation with their non-primary residential parents, and to consider how DCSS can provide Access and Visitation services that address the intent of PL 113-183 Sec 303 (b). Additionally, the Vendor will provide the Department with statewide innovative solutions and new ideas for how the Department can provide said services, recommend performance measures to ensure said goals are met, recommend methods to improve the collection of the required federal data from the Department's Vendors and recommend outreach strategies and strategies for better integrating A&V Services into DCSS' overall services, and identify complementary resources that can be used by the parents DCSS serves.

This Contract was competitively bid. The Department published a Request for Proposals for Consultation Services for the Access and Visitation Program (RFP-2018-DCSS-02-CONSU) on the Department of Health and Human Services website from June 2, 2017 through July 10, 2017. One (1) proposal was received in response to the Request for Proposals. The proposal was evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. See attached Score Summary.

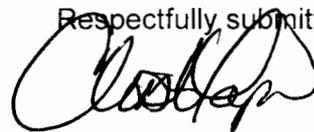
Additionally, the Contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval

Should the Governor and Executive Council not authorize this request, the Department would likely be unable to assess the effectiveness of the Access and Visitation services it offers, determine what services parents with non-residential responsibilities need most, and consider recommendations for how to focus future Access and Visitation services to best meet the needs of New Hampshire's parents and their children.

Area served: Statewide

Source of Funds: 100% federal funds from Grants to States for Access and Visitation Programs, U.S. Department of Health and Human Services, Administration for Children and Families, Catalog of Federal Domestic Assistance, CFDA #93.597,

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



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

Consultation Services for the Access
and Visitation Program

RFP-2018-DCSS-02-CONSU

RFP Name

RFP Number

Bidder Name

- Center for Policy Research

Maximum Points	Actual Points
650	608

Reviewer Names

- Sarah Chappelow, Child Support
Servcs, Prog Spectist IV
- Jean Marston-Dockstader, Child
Supprt Servcs, Administrator II
- Susan Brisson, Child Support
Servcs, Supervisor VII
- Lori Anderson, Child Support
Servcs, Prog Spectist IV (Cost)
- Beth Kelly, OOC, Administrator II
(Cost)
- John Hattan, Child Support
Servcs, Prog Spectist IV (Cost)
- Colin Premo, Child Supprt Servcs,
Administrator II (Cost)

Subject: Consultation Services for the Access and Visitation Program (RFP-2018-DCSS-02-CONSU)

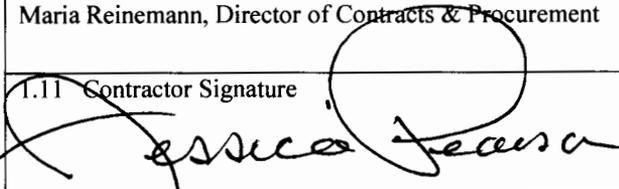
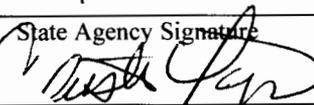
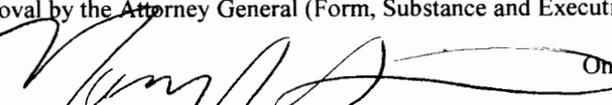
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH 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 05-95-42-4270-79330000-072-509073	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Maria Reinemann, Director of Contracts & Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jessica Pearson, President	
1.13 Acknowledgement: State of <u>Colorado</u> , County of <u>Denver</u> On <u>12/19/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> GLADYS Y MENDOZA NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20084043471 MY COMMISSION EXPIRES DECEMBER 24, 2020 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Gladys Y. Mendoza			
1.14 State Agency Signature  Date: <u>12-27-17</u>		1.15 Name and Title of State Agency Signatory <u>Christe Tapan, Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/20/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials 
Date 12/19/17

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials

Date 12/19/17

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials

Date 12/19/17





Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to preclude themselves from participation in future Department Access and Visitation (A&V) services procurements.
- 1.4. The Contractor agrees that A&V grant funds may be used by service providers to provide a variety of services, functions, and items, including:
 - 1.4.1. Mediation
 - 1.4.2. Supervised visitation/neutral drop-off and pick-up services
 - 1.4.3. Development of parenting plans
 - 1.4.4. Education
 - 1.4.5. Counseling
 - 1.4.6. Visitation Enforcement
 - 1.4.7. Development of guidelines for parenting time and alternative custody arrangements
 - 1.4.8. Case Management
- 1.5. The Contractor agrees to the Department goals that A&V funding should be used by service providers to provide services to 1) increase cooperation between parents with primary residential and non-primary residential responsibilities, and 2) facilitate children's access to and visitation with their non-primary residential parents.
- 1.6. The Contractor agrees to the federal goals that A&V funding should be used by service providers to efficiently provide A&V services to parents while maintaining stringent domestic and family violence protocols and to tailor services to best meet the intent of the Sense of Congress found at PL 113-183 Sec 303 (b): "It is the sense of the Congress that (1) establishing parenting



time arrangements when obtaining child support orders is an important goal which should be accompanied by strong family violence safeguards.”

2. Scope of Services

2.1. Project Deliverables and Activities

2.1.1. The Contractor shall provide fair and impartial consultation services to provide recommendations for the future direction of A&V services in New Hampshire as follows:

2.1.1.1. Complete an assessment to determine what types of services in Section 1.4 are most needed in New Hampshire to increase cooperation between primary residential and non-primary residential parents, to help facilitate children's access to and visitation with their non-primary residential parents, and to meet the goals in Sections 1.5 and 1.6. The Contractor at a minimum will:

a. Evaluate the strengths and limitations of the current service array in New Hampshire's A&V program. The Contractor will, at a minimum:

- i. Review internal reports on services provided through the A&V program during the past 10 years from the Department's A&V Contractors and submitted by the Department to the Federal Office of Child Support Enforcement (OCSE).
- ii. Identify numbers of primary and non-primary residential parents served, their demographic characteristics, the services they received, and the method of referral to the A&V program.
- iii. Identify the number of served parents who have an open child support case and the nature of the services they receive.
- iv. Conduct telephone interviews with the Department's Administrator(s) of the A&V grant program.
- v. Convene a focus group with key stakeholder representatives in child support, court services, the family law legal community, legal aid, child welfare and domestic violence.
- vi. Conduct a focus group with the Department's key A&V Contractors.
- vii. Interview the OCSE program officer about the NH A&V grant program and its perceived strengths and limitations.



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- b. Assist the Department to create a project advisory board comprised of key representatives of these various stakeholder groups to assist with reviewing draft online surveys and interview guides, and assist with administering online surveys with key stakeholder groups.
- 2.1.1.2. Seek feedback from key stakeholders to determine what services in Section 1.4 are most needed to meet the goals in Sections 1.5 and 1.6. The Contractor will invite feedback from stakeholders that serve both primary- and non-primary residential parent populations, including New Hampshire Circuit Court Family Division (CCFD) and Administrative Office of the Courts (AOC), NH Bar Association, New Hampshire Coalition Against Domestic and Sexual Violence, New Hampshire Child and Family Services, New Hampshire Guardian ad Litem, Legal Aid attorneys, the Department's Division of Child Support Services (DCSS) Child Support Officers and Administrators, and court-contracted and community-based parenting mediators. The Contractor at a minimum will:
- a. Design for Department approval an electronic survey to be conducted online to determine what services are most needed by asking questions about whether and how parenting time is currently addressed in child support cases, how and when A&V issues are raised, and the perceived needs of the child caseload with respect to A&V services.
- b. Invite stakeholders at a minimum identified in Section 2.1.1.2 to complete the survey with a Department approved cover letter that explains the purpose of the survey, instructions how to complete the survey and who to contact for help with the survey. Upon approval by the Department, the Contractor will utilize a small incentive to promote high response rates with each surveyed stakeholder group (e.g., \$5-\$10 gift cards for the first 100 survey respondent who return a completed survey). The Contractor shall include in the cover letter a statement that incentives for completing the survey are not funded by the Department or paid for by federal or state funds.
- c. Review and compile the survey results for the Department.

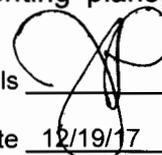
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- d. Convene a focus group of up to eight (8) members who represent each of the stakeholder groups to review the results and patterns gleaned in the online surveys and obtain feedback to the addition or substitution of current A&V services with new ones.
- 2.1.1.3. Provide the Department with statewide innovative solutions and new ideas for how the Department can provide services that meet the goals in Sections 1.5 and 1.6 by:
- a. Providing information on innovative solutions the Department might consider implementing to broaden, change or otherwise improve the provision of A&V services such as, but not limited to:
- i. Telephone hotlines
 - ii. Virtual legal clinics
 - iii. Interactive parenting plans
- b. Researching effectiveness of innovative solutions by:
- i. Interviewing A&V grant administrators in states that currently utilize these approaches; and
 - ii. Consulting with the OCSE program officer for the A&V grant program.
 - iii. Utilizing information gleaned from decades of work CPR had done in this area and past projects.
 - iv. Reviewing Family Court Review for articles on innovative solutions
 - v. Review A&V program websites for innovative states
- c. Providing a description of what services in Section 1.4 are most needed.
- d. Identifying, for each service described in Section 2.1.1.3.a,
- i. Recommended models for service delivery
 - ii. Strategies for engaging the target populations
 - iii. How the services would be realistic and beneficial for New Hampshire's primary and non-primary residential parent populations
 - iv. How the services would meet the goals in Sections 1.5. and 1.6.



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- 2.1.1.4. Recommend performance measures for the A&V services in Section 2.1.1.3 that could be used to measure the effectiveness of meeting the goals stated in Section 1.5 and 1.6. The Contractor at a minimum will:
- Identify tools, types of data to be collected, types of reports, and methods and frequency to collect and report data that would be used to measure performance.
 - Develop relevant performance metrics.
 - Design and develop service provider data collection instruments.
- 2.1.1.5. Recommend methods to improve the collection of the required federal data from the Department's Contractors. The Contractor at a minimum will:
- Invite the Department's A&V Contractors to participate in focus groups on current methods of data collection, to discuss what works, what is challenging about data collection, quality concerns, and methods of improving the data collection process.
 - Interview the Department's Administrator(s) of the A&V program, OCSE program officer, and up to five (5) administrators of other states A&V programs who have good quality data, to discuss what works, what is challenging about data collection, quality concerns, and methods of improving the data collection process.
 - Research the data collection methods of other states identified by the Federal OSCE with the best data collection practices and define best practices and data collection strategies.
 - Identify best data collection practices for New Hampshire's future A&V services.
- 2.1.1.6. Recommend outreach strategies and strategies for better integrating A&V Services into the Division of Child Support Services' overall services. The Contractor at a minimum will:
- Review approaches to outreach and integration that have been used in other jurisdictions and interview relevant Child Support Enforcement (CSE) managers, legal workers and hearing officers to discuss an effective approach for child support clients in New Hampshire.
 - Review integration approaches adopted in other jurisdictions including, but not limited to: standard parenting time orders, self-help resources (telephone hotlines, interactive and downloadable parenting plans,





- virtual legal clinics), mediation and facilitation, and comprehensive services to address multiple barriers
- c. Summarize various integration approaches and their strengths and limitations
 - d. Interview CSE managers who handle order establishment to find out if there is any integration that is currently used and how it works
 - e. Interview legal team/hearing officers to find out how A&V plans can be integrated with child support orders
- 2.1.1.7. Identify complementary resources that could be used to meet the goals in Sections 1.5. and 1.6. Complementary resources are other services available to A&V participants, however, not funded through the A&V grant source. The Contractor at a minimum will:
- a. Include questions on complementary resources in online surveys, interviews and focus groups.
 - b. Interview up to 8 other key community resource leaders: legal aid, family resource centers, foundation program officers, Healthy Marriage and Responsible Fatherhood (HMRF) grantees and foundation program officers.
- 2.1.1.8. Recommend a strategy to make primary and non-primary residential parents aware of how to access the complementary resources in Section 2.1.1.7. The Contractor at a minimum will:
- a. Explore and identify effective outreach and notification strategies and approaches and present them to the Department for consideration.
 - b. Include questions in the online surveys, interviews and focus groups about notification and outreach strategies that have been tried and those that have been shown to be effective.
 - c. Extract notification strategies from other states A&V program websites.
- 2.1.1.9. Seek advice from the NH Coalition against Domestic and Sexual Violence for domestic and family violence standards and protocols for the recommended A&V services to protect the parties involved. The Contractor will:
- a. Seek input from the NH Coalition Against Domestic and Sexual Violence for recommended A&V services.
 - b. Review relevant memorandums of understanding between Domestic Violence services organizations and A&V grant programs,



- c. Review minimum standards and domestic violence protocols issued by the Circuit Court, the NH Supervised Visitation Standards for Best Practice and the NH Family Visitation and Access Cooperative, and
 - d. Conduct interviews and focus groups with leading advocates and providers of Domestic Violence programs and services.
 - e. Obtain Intimate Partner Violence (IPV) materials from A&V grant programs in other states which will be generated through review of online materials.
 - f. Conduct interviews/focus groups with leading advocates and providers of Domestic Violence services in NH
 - g. Review Domestic Violence materials and resources developed in NH and other states.
- 2.1.1.10. Identify other funding sources potentially available to the Department to provide A&V services. The Contractor at a minimum will:
- a. Explore the feasibility of the Department tapping into other federal, grant-funded projects as well as other sources of federal funding such as but not limited to, the Office of Family Assistance.
 - b. Include questions about other funding sources for A&V services in all online surveys, interviews and focus groups.
 - c. Research the NH foundation directory for possible private funders of A&V services.
- 2.1.2. The Contractor shall complete the project deliverables in Section 2.1.1 according the Department approved work plan in Section 2.4 in order to provide a preliminary project report to the Department on or by the date in Section 2.2.1 below.

2.2. Project Report

- 2.2.1. On or before August 1, 2018, the Contractor will prepare, and submit to the Department for review and approval, a fair and impartial report detailing the scope and specifics of the completed assessment along with its findings and recommendations for each deliverable in Section 3 below and recommendations to meet the goals in Sections 1.5 and 1.6.
- 2.2.2. The Contractor shall provide a justification in the report as why these are the best recommendations for New Hampshire to meet the goals in Sections 1.5 and 1.6.

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2.2.3. The Contractor agrees to review and address the Department's questions, concerns and suggested revisions, if any.

2.2.4. The Contractor will make revisions to the report document and finalize it for Department approval no later than September 15, 2018, after the Department has provided its analysis, questions, concerns and suggested revisions.

2.3. Data Collection and Sources

2.3.1. The Contractor will utilize effective data collection strategies to complete the analysis and inform recommendations such as but not limited to collecting information and data from the stakeholder groups, focus groups, interviews, and surveys as outline in this Scope of Work.

2.3.2. The Contractor will be responsible for acquiring all such data. See Exhibit K for additional requirements.

2.4. Work Plan

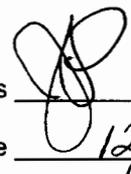
2.4.1. The Contractor will provide a detailed work plan within five (5) days of the Contract effective date for Department approval outlining target dates for all project Deliverables and Activities for Sections 2.1.1.1 through 2.1.1.10 and Section 2.1.2, including, at minimum, suggested progress milestones, activities, deliverable, and due dates and any dependencies thereof.

2.4.2. The Contractor at a minimum will:

2.4.2.1. Initiate a Start-up meeting through a teleconference to review the proposed work plan and approach and obtain input from the Department and revise plan as appropriate within ten (10) days of the contract effective date.

2.4.2.2. Identify and finalize data collection plan, identify potential data sources and arrange for distribution of online surveys, conduct interviews and focus groups with staff and key stakeholders within forty-five (45) days of the contract effective date.

2.4.2.3. Conduct an in-person site visit to the Department at least thirty (30) days to prior to the Project Report in Section 2.2.1, to review with the Department the findings from the evaluation, data collected, survey results, and recommendations


12/21/2017



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- 2.4.3. The Contractor's work plan will ensure the understanding of the deliverables in Section 2.1 through 2.4 and ensures capacity to successfully complete the project deliverables on schedule.
 - 2.4.4. The Contractor shall provide a written monthly progress report that provides at a minimum a summary of the key work performed during the monthly period; encountered and foreseeable key issues and problems; and scheduled work for the upcoming period including progress against the work plan.
 - 2.4.5. The Contractor shall identify potential risks and issues and include a mitigation strategy for each, in the monthly progress report.
 - 2.4.6. The Contractor shall provide the process for escalating issues that cannot be resolved at the project management level.
 - 2.4.7. The Contractor shall be responsible for scheduling monthly project status meetings and providing notes and action items from the meetings to the Department within three (3) days from the date of the meeting.
 - 2.4.8. The Contractor shall ask for permission from the Department to modify the date when activities and deliverables are to be completed in the Work Plan in Section 2.4.1.
 - 2.4.9. The Contractor shall receive written permission, which request shall not be unreasonably denied, from the Department before modifying the time in Section 2.4.8 above.

3. Deliverables

- 3.1. The Contractor shall provide the following deliverables for inclusion into the final Project Report in Section 2.2 above as follows:
 - 3.1.1. A completed assessment in Section 2.1.1.1 above to determine what types of services in Section 1.4 are most needed in New Hampshire to increase cooperation between primary residential and non-primary residential parents, to help facilitate children's access to and visitation with their non-primary residential parents, and to meet the goals in Sections 1.5 and 1.6.
 - 3.1.2. The feedback in Section 2.1.1.2 from key stakeholders to determine what services in Section 1.4 are most needed to meet the goals in Sections 1.5 and 1.6.

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- 3.1.3. Statewide innovative solutions and new ideas in Section 2.1.1.3 for how the Department can provide services that meet the goals in Sections 1.5 and 1.6.
- 3.1.4. The recommended performance measures in Section 2.1.1.4 for the A&V services in Section 2.1.1.3 that could be used to measure the effectiveness of meeting the goals stated in Section 1.5 and 1.6.
- 3.1.5. The recommended methods in Section 2.1.1.5 to improve the collection of the required federal data from the Department's Contractors.
- 3.1.6. The recommend outreach strategies and strategies for better integrating A&V Services into the Division of Child Support Services' overall services in Section 2.1.1.6.
- 3.1.7. The complementary resources in Section 2.1.1.7 that could be used to meet the goals in Sections 1.5. and 1.6.
- 3.1.8. The recommended strategy in Section 2.1.1.8 to make primary and non-primary residential parents aware of how to access the complementary resources in Section 2.1.1.7.
- 3.1.9. The advice from the NH Coalition against Domestic and Sexual Violence for domestic and family violence standards and protocols for the recommended A&V services to protect the parties involved.
- 3.1.10. Other funding sources potentially available to the Department to provide A&V services.
- 3.2. The Contractor will provide a detailed work plan in Section 2.4.1 within five (5) days of the Contract effective date for Department approval.
- 3.3. The Contractor shall provide the final approved survey to the Department in Section 2.1.1.2 in an electronic format by the date in the work plan in Section 2.4.1.
- 3.4. The Contractor shall provide a final Department approved report in Section 2.2 in a written and electronic format no later than September 15, 2018.

4. Staffing

- 4.1. The Contractor will provide staff to perform and fulfill the contracted services described herein. All such staff will have demonstrated experience in providing needs assessment consulting services, and/or demonstrated experience with similar projects. The Contractor will ensure that 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.

- 4.2. The Contractor will 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.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with 100% federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.597, Grants to States for Access and Visitation Programs, U.S. Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1 Budget and B-2 Budget.
5. Payment for said services shall be made as follows:
 - 5.1. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved budget shown in Exhibits B-1 Budget and Exhibit B-2 Budget.
 - 5.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1 Budget and Exhibit B-2 Budget.
 - 5.3. The Contractor will submit an invoice in a form satisfactory to the State by the fifteenth (15th) of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated, and returned to the Department in order to initiate payment. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 5.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. The address for hard copies, if you prefer, or email are:

Sarah Chappelow, Program Specialist IV
Division of Child Support Services
129 Pleasant Street
Concord, NH 03301
Email address: Sarah.Chappelow@dhhs.nh.gov
6. A final invoice shall be due to the State no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.



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7. The Contractor shall provide cost-share contributions as in Exhibit B-1 Budget and Exhibit B-2 Budget, in accordance with 42 U.S.C 669b. The Contractor shall:
 - 7.1. Provide the cost share from non-federal sources that may include:
 - 7.1.1. A cash contribution from the Contractor's own funds or cash donations, and/or
 - 7.1.2. An in-kind contribution of personnel, goods, or services purchased or received.
 - 7.2. Provide documentation that identifies the date, the amount of and the source of the cost-share funds with the monthly invoice, only when the Contractor is providing cost share contributions for activities in this Agreement
 8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
 9. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
 10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1, Budget and Exhibit B-2, Budget, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: Center for Policy Research

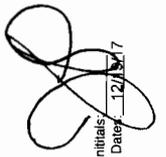
Budget Request for: Consultant for Access and Visitation Services

(Name of Contract)

Budget Period: Date of Governor and Executive Council Approval through June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 16,276.10	\$ 12,304.73	\$ 1,492.70	\$ 1,176.91	\$ 4,783.40	\$ 11,127.82	\$ 25,911.22
2. Employee Benefits	\$ 6,510.44	\$ 6,510.44	\$ 597.08	\$ -	\$ 5,913.36	\$ -	\$ 5,913.36
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 25,286.54	\$ 12,304.73	\$ 3,089.78	\$ 1,176.91	\$ 25,186.76	\$ 11,127.82	\$ 33,324.58

Indirect As A Percent of Direct 48.7%

Contractor initials: 
Date: 12/13/17

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

Bidder/Program Name: Center for Policy Research

Budget Request for: Consultant for Access and Visitation Services
(Name of Contract)

Budget Period: July 1, 2018 through September 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 8,492.60	\$ -	\$ 778.80	\$ -	\$ 7,713.80	\$ -	\$ 13,685.90
2. Employee Benefits	\$ 3,397.04	\$ -	\$ 311.52	\$ -	\$ 3,085.52	\$ -	\$ 3,085.52
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,889.64	\$ 6,420.41	\$ 1,090.32	\$ 544.31	\$ 10,799.32	\$ 5,876.10	\$ 16,675.42

Indirect As A Percent of Direct 54.0%

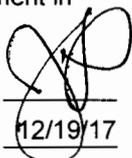
Contractor Initials: 
Date: 7/19/17



SPECIAL PROVISIONS

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

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

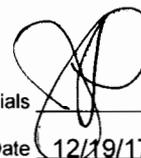

12/19/17



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

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

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


Date 12/19/17



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

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



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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

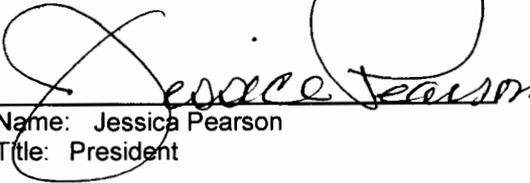


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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.

Contractor Name: Center for Policy Research


Name: Jessica Pearson
Title: President

12/19/17
Date

Contractor Initials 
Date 12/19/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

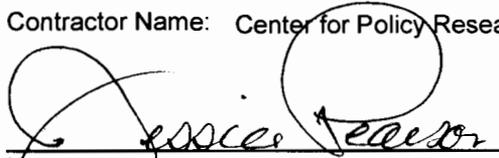
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contractor Name: Center for Policy Research



Name: Jessica Pearson
Title: Director

12/19/17
Date



**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

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

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

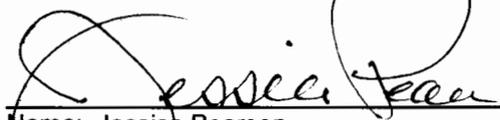
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Center for Policy Research


Name: Jessica Pearson
Title: Director

12/19/17
Date

Contractor Initials 
Date 12/19/17



**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

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

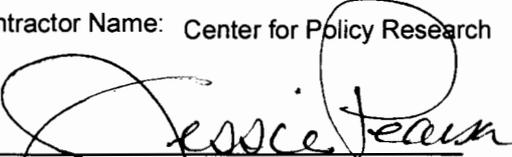


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for 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: Center for Policy Research


Name: Jessica Pearson
Title: Director

12/19/17
Date

Exhibit G

Contractor Initials



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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

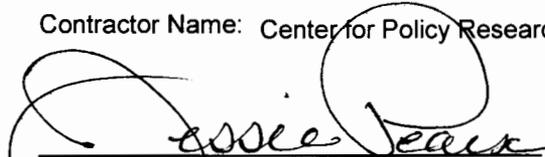
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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: Center for Policy Research

12/19/17
Date


Name: Jessica Pearson
Title: Director

Contractor Initials 
Date 12/19/17



Exhibit I

HEALTH INSURANCE PORTABILITY 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.

A handwritten signature in black ink, appearing to be 'JF', written over a horizontal line.



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



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



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



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.



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

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Center for Policy Research

Name of the Contractor

Signature of Authorized Representative

Jessica Pearson

Name of Authorized Representative

President

Title of Authorized Representative

Date



**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. Principle 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.

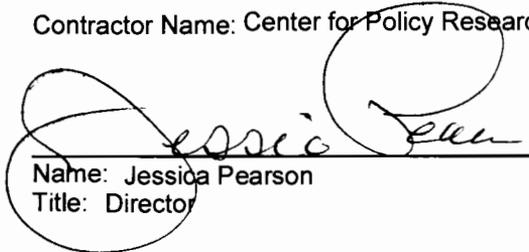
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Center for Policy Research

12/19/17
Date


Name: Jessica Pearson
Title: Director

Contractor Initials 
Date 12/19/17



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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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 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.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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 21, 2017. 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: 784781



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of December A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Member of Center for Policy Research.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of
the Agency duly held on May 6, 2008 :
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19 day of December, 2017.
(Date Contract Signed)

4. Jessica Pearson is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Lanae Davis
(Signature of the Elected Officer)

STATE OF Colorado

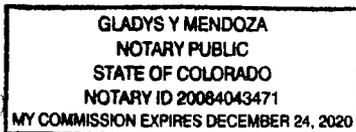
County of Denver

The forgoing instrument was acknowledged before me this 19th day of Dec., 2017.

By Lanae Davis
(Name of Elected Officer of the Agency)

Gladys Y Mendoza
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



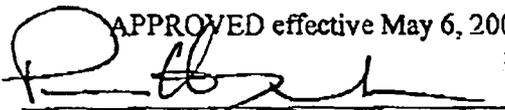
Commission Expires: _____

**CONSENT TO ACTION
OF THE BOARD OF DIRECTORS OF THE
CENTER FOR POLICY RESEARCH**

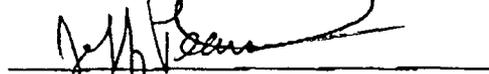
Pursuant to Colo. Rev. Stat., § 7-128-202, part of the Colorado Nonprofit Corporation Act, the undersigned, being all of the directors of the Center for Policy Research ("Center"), a Colorado nonprofit corporation, hereby consent to the adoption of the following resolution as if the same had been adopted at a special meeting of the Center's Board of Directors ("Board"), and further waive all requirements of notice for such a meeting:

RESOLVED, that the Board hereby confirms that the Center's President, Jessica Pearson, sometimes also designated as the Center's Executive Director, has since the Center's inception in 1981 been authorized by the Board to sign all contracts and instruments and to enter into all contractual obligations for and on behalf of the Center, except where same may be required by law to be otherwise signed or executed.

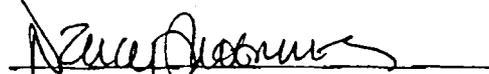
APPROVED effective May 6, 2008.



Paula Herzmark, Director

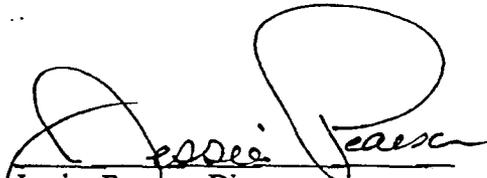


Jeff Pearson, Director



Nancy Thoennes, Director

Terrance R. Kelley, Director



Jessica Pearson, Director

Cyndi Kahn, Director

Robert D. Schulzinger, Director

**CONSENT TO ACTION
OF THE BOARD OF DIRECTORS OF THE
CENTER FOR POLICY RESEARCH**

Pursuant to Colo. Rev. Stat., § 7-128-202, part of the Colorado Nonprofit Corporation Act, the undersigned, being all of the directors of the Center for Policy Research ("Center"), a Colorado nonprofit corporation, hereby consent to the adoption of the following resolution as if the same had been adopted at a special meeting of the Center's Board of Directors ("Board"), and further waive all requirements of notice for such a meeting:

RESOLVED, that the Board hereby confirms that the Center's President, Jessica Pearson, sometimes also designated as the Center's Executive Director, has since the Center's inception in 1981 been authorized by the Board to sign all contracts and instruments and to enter into all contractual obligations for and on behalf of the Center, except where same may be required by law to be otherwise signed or executed.

APPROVED effective May 6, 2008.

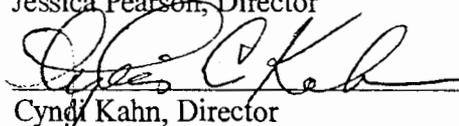
Paula Herzmark, Director

Jeff Pearson, Director

Nancy Thoennes, Director

Terrance R. Kelley, Director

Jessica Pearson, Director



Cyndi Kahn, Director

Robert D. Schulzinger, Director

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RESOLVED, that the Board hereby confirms that the Center's President, Jessica Pearson, sometimes also designated as the Center's Executive Director, has since the Center's inception in 1981 been authorized by the Board to sign all contracts and instruments and to enter into all contractual obligations for and on behalf of the Center, except where same may be required by law to be otherwise signed or executed.

APPROVED effective May 6, 2008.

Paula Herzmark, Director

Jessica Pearson, Director

Jeff Pearson, Director

Cyndi Kahn, Director

Nancy Thoenes, Director

Robert D. Schulzinger, Director

Terrance R. Kelly, Director

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OF THE BOARD OF DIRECTORS OF THE
CENTER FOR POLICY RESEARCH**

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APPROVED effective May 6, 2008.

Paula Herzmark, Director

Jessica Pearson, Director

Jeff Pearson, Director

Cyndi Kahn, Director

Nancy Thoennes, Director

Robert D. Schulzinger

Robert D. Schulzinger, Director

Terrance R. Kelley, Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12.12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Jaclyn Weber	
CO Insurance Specialist, LLC		PHONE (A/C, No, Ext): 7206380850	FAX (A/C, No):
6990 W. 38th Ave., #200		E-MAIL ADDRESS: info@cisforyou.com	
Wheat Ridge CO 80033		INSURER(S) AFFORDING COVERAGE	
		INSURER A: PHILADELPHIA INDEMNITY INS CO	NAIC # 33060
INSURED		INSURER B: THE HARTFORD	13161
CENTER FOR POLICY RESEARCH		INSURER C:	
1570 EMERSON ST		INSURER D:	
DENVER CO 80218		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1606880	03/22/2017	03/22/2018	EACH OCCURRENCE	\$ 2000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4000000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> CLAIMS-MADE						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34WEC 1J4493	05/01/2017	05/01/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 129 PLEASANT ST CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jaclyn Weber</i>
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Mission Statement

The Center for Policy Research (CPR) is a Colorado non-profit, tax-exempt corporation established in 1981 to work with public and private agencies to plan, develop and test initiatives to improve the lives of children and families.

CENTER FOR POLICY RESEARCH

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2016

TOGETHER WITH INDEPENDENT AUDITORS' REPORT

CENTER FOR POLICY RESEARCH
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2016

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Financial Statements	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7
Supplementary Information	
Indirect Cost Rate Calculation	13



August 10, 2017

INDEPENDENT AUDITOR'S REPORT

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

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, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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, 2016, 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.

Report on Summarized Comparative Information

We have previously audited Center for Policy Research's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated July 25, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015, 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. An indirect cost rate calculation on page 13 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
CERTIFIED PUBLIC ACCOUNTANTS

CENTER FOR POLICY RESEARCH
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2016
(WITH COMPARATIVE TOTALS FOR 2015)

	<u>2016</u>	<u>2015</u>
<u>Assets</u>		
Cash and cash equivalents	\$ 6,670	\$ 9,124
Contracts receivable	330,719	287,968
Prepaid expenses	625	2,306
Investments (Note 3)	564,033	441,410
Property and equipment (Note 4)	12,201	17,031
Assets held in trust (Note 5)	<u>180,416</u>	<u>169,226</u>
Total assets	<u>\$ 1,094,664</u>	<u>\$ 927,065</u>
<u>Liabilities and net assets</u>		
<u>Liabilities</u>		
Accounts payable	\$ 2,612	\$ 2,558
Accrued payroll costs	<u>22,251</u>	<u>34,939</u>
Total liabilities	<u>24,863</u>	<u>37,497</u>
<u>Net assets</u>		
Operating	877,184	703,311
Net investment in fixed assets	12,201	17,031
Board designated reserve (Note 5)	<u>180,416</u>	<u>169,226</u>
Total net assets	<u>1,069,801</u>	<u>889,568</u>
Total liabilities and net assets	<u>\$ 1,094,664</u>	<u>\$ 927,065</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, 2016
(WITH COMPARATIVE TOTALS FOR 2015)

	<u>2016</u>	<u>2015</u>
<u>Revenue and other support</u>		
Contracts	\$ 1,328,108	\$ 1,045,653
Investment income (Note 3)	24,821	(4,350)
Reimbursements	<u>3,636</u>	<u>3,738</u>
Total revenue and other support	<u>1,356,565</u>	<u>1,045,041</u>
 <u>Expense</u>		
Program services		
Fatherhood Network	287,641	229,419
ASPE DV	99,357	17,563
Behavioral Interventions for Child Support Services	96,215	148,629
CO Pathways	68,613	41,027
Domestic Violence Program	44,140	6,754
TN Child Support Parenting (CSPED)	36,855	38,639
NV Guidelines	29,933	-
MO Guidelines	29,617	668
Colorado Child Support Parent Employment (CO PEP)	29,104	30,431
LA Court Improvement Project	18,141	18,943
OR Parenting Time	14,211	20,152
SD Guidelines	11,801	-
All other	<u>80,727</u>	<u>207,820</u>
Total program services	846,355	760,045
Management and general	<u>329,977</u>	<u>313,663</u>
Total expense	<u>1,176,332</u>	<u>1,073,708</u>
Change in net assets	180,233	(28,667)
Net assets, beginning of year	<u>889,568</u>	<u>918,235</u>
Net assets, end of year	<u><u>\$ 1,069,801</u></u>	<u><u>\$ 889,568</u></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, 2016
(WITH COMPARATIVE TOTALS FOR 2015)

2015

2016

Program Services

	Fatherhood Network	ASPE DV	BICS	CO Pathways	Domestic Violence Program (DVP)	TN Child Support Parenting (GSPED)	NV Guidelines	MO Guidelines	CO PEP	LA Court Improvement	All Other	Total Program Services	Management and General	Total
Salaries	\$ 83,154	\$ 23,347	\$ 51,155	\$ 35,668	\$ 28,710	\$ 25,903	\$ 21,017	\$ 20,103	\$ 20,214	\$ 12,750	\$ 69,450	\$ 391,471	\$ 145,590	\$ 537,061
Payroll taxes and benefits	35,158	9,871	21,628	15,080	12,138	10,952	8,886	8,500	8,546	5,391	29,302	165,512	60,714	226,226
Contract services and incentives	153,512	45,759	20,673	13,700	1,755	-	30	50	-	-	4,475	239,954	1,767	241,721
Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	61,085	61,085
Dues and conferences	2,769	16,666	-	-	-	-	-	-	-	-	-	19,435	804	20,239
Travel	4,522	2,375	1,802	2,111	544	-	-	844	344	-	2,260	14,802	3,948	18,750
Small equipment	-	-	-	-	-	-	-	-	-	-	-	-	12,480	12,480
Telephone	4,918	-	390	-	-	-	-	-	-	-	-	5,308	5,982	11,290
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	10,734	10,734
Accounting and auditing	-	-	-	-	-	-	-	-	-	-	-	-	6,495	6,495
Marketing	-	-	-	-	-	-	-	-	-	-	-	-	2,971	2,971
Printing	757	1,339	-	-	-	-	-	-	-	-	249	2,345	538	2,883
Supplies	-	-	-	-	-	-	-	-	-	-	-	-	2,792	2,792
Postage	-	-	72	-	-	-	-	-	-	-	62	134	1,317	1,451
Other	2,851	-	495	2,054	993	-	-	120	-	-	881	7,394	7,930	15,324
Depreciation	287,641	99,357	96,215	68,613	44,140	36,855	29,933	29,617	29,104	18,141	106,739	846,355	325,147	1,171,502
Total expenses	\$ 287,641	\$ 99,357	\$ 96,215	\$ 68,613	\$ 44,140	\$ 36,855	\$ 29,933	\$ 29,617	\$ 29,104	\$ 18,141	\$ 106,739	\$ 846,355	\$ 329,977	\$ 1,176,332
													4,830	\$ 1,073,708
														8,258

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, 2016
(WITH COMPARATIVE TOTALS FOR 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash flows from operating activities</u>		
Change in net assets	\$ 180,233	\$ (28,667)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	4,830	8,258
Net (gains)losses on investments	2,633	13,189
<u>Changes in operating assets and liabilities</u>		
(Increase)decrease in contracts receivable	(42,751)	(66,984)
(Increase)decrease in prepaid expenses	1,681	-
Increase(decrease) in accounts payable	54	(580)
Increase(decrease) in payroll accruals	<u>(12,688)</u>	<u>7,657</u>
Net cash provided(used) by operating activities	<u>133,992</u>	<u>(67,127)</u>
<u>Cash flows from investing activities</u>		
Proceeds (reinvestment) of interest and dividends	(125,256)	29,769
Investment income in assets held in trust	(11,190)	1,392
(Purchases) of fixed assets	<u>-</u>	<u>(15,486)</u>
Net cash provided(used) by investing activities	<u>(136,446)</u>	<u>15,675</u>
Net increase (decrease) in cash and cash equivalents	(2,454)	(51,452)
Cash and cash equivalents, beginning of year	<u>9,124</u>	<u>60,576</u>
Cash and cash equivalents, end of year	<u>\$ 6,670</u>	<u>\$ 9,124</u>

The accompanying notes are an integral part of these financial statements

CENTER FOR POLICY RESEARCH
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

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:

- Development of a Responsible Fatherhood Network - Contract with Temple University pursuant to a grant from the Office of Planning, Research and Evaluation, Administration for Children and Families, US Department of Health and Human Services, 2013-2018. Development of a Fatherhood Research and Practice Network to promote rigorous evaluation of fatherhood programs that serve low-income populations including providing technical assistance and capacity-building services to researchers and programs and conducting a comprehensive communications and outreach strategy.
- ASPE DV 2015-2016 - For this project, we are working with the National Resource Center on Domestic Violence (NRCDV) to: (1) assess the rigorous evidence for DV services that is currently available, (2) identify the relevant and unique challenges faced by DV programs when conducting a research or evaluation project, and (3) identify innovative research methodologies to strengthen the research, and (4) explore existing—and recommend new—areas of opportunities to facilitate DV programs' application of these innovative methodologies.
- Behavioral Interventions for Child Support Services (BICS) - Sub-contract with MDRC, pursuant to a contract with OCSE and the State of Washington, to provide technical assistance and conduct multiple evaluations of eight BICS grantees, in order to improve both the effectiveness and operations of child support programs.
- Colorado Pathways - Contract with the State of Colorado, Department of Human Services, to design an evaluation plan for a 24-month federal planning grant to address Homeless Prevention Services for At-Risk Youth/Young Adults (Colorado Pathways Project) and upon award of the grant in September 2015, to begin to conduct a process, cost, and outcome evaluation of Colorado's project to present homelessness among youth in the child welfare system.
- Domestic Violence Program (DVP) 2015-2017 Contract with the State of Colorado Department of Human Services. The Colorado Domestic Violence Program recently implemented a self-sufficiency matrix (SSM) as a tool for practitioners to assess and track client –driven goals. The purpose of this evaluation project is to investigate the appropriateness, utility, and applicability of the SSM for domestic violence programs to use when providing services to clients. This evaluation will also include a gap assessment of services needed, but currently not provided to domestic violence clients. This project includes a literature review and best practices for SSM use and a survey of program staff.

NOTE 1 - NATURE OF ACTIVITIES (Concluded)

- Technical Assistance for the Child Support Parenting and Employment Demonstration (CSPED) Project – Contract with the Tennessee Department of Human Services, Child Support Enforcement Division. Assistance with implementation of a program that seeks to increase child support payments by providing un- and under-employed noncustodial parents in three jurisdictions enhanced services dealing with employment, enhanced child support services and fatherhood programming.
- Nevada Guidelines – Contract with the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services, to review and update the State of Nevada Child Support Guidelines.
- Missouri Guidelines - Contract with the State of Missouri, Office of State Courts Administrator, to review and update the Missouri Child Support Guidelines.
- Technical Assistance for the Colorado Child Support Noncustodial Parent Employment Demonstration Project (CO-PEP) - Contract with the Colorado Department of Human Services Department of Child Support Enforcement, 2013-2017. Project that aims to develop and implement programs that provide employment services to noncustodial parents in the child support system as part of a national demonstration framework.
- Evaluation of the Louisiana Court Improvement Project - Contract with the Louisiana Supreme Court, 2013-2017 to provide monitoring, assessment, and report of activities of the Louisiana CIP with respect to its strategic plan and federal requirements.
- Evaluation of Oregon Child Support Program Parenting Time Orders - Contract with the State of Oregon, Department of Justice Division of Child Support, 2013-2017. Evaluation of a program that aims to establish parenting-time orders in new child support cases using mediation techniques or online parenting plans while protecting the safety of victims of domestic violence.
- Child Support Guideline Projects - Contracts with various states including Iowa, Illinois, Maryland, Wyoming, South Dakota and Ohio. 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 three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

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

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 equivalents.

4. Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

5. Donations

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities, as net assets released from restrictions.

The Organization reports gifts of land, buildings and equipment as unrestricted support unless the explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent donor stipulations regarding how long those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

6. 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.

7. 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.

8. 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.

9. Functional Reporting of Expenses

For the year ended December 31, 2016, 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.

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

10. 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, 2015, from which the summarized information was derived.

11. Fair Value Measurements

The Organization follows the provisions of the Fair Value Measurements and Disclosures Topic of FASB ASC, which requires us 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 the asset or liability, either directly or indirectly (Level 2); and unobservable inputs for the asset or liability (Level 3).

12. Subsequent Events

Management has evaluated subsequent events through August 10, 2017, 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	\$ 2,182
Bond funds	72,054
Stock funds	<u>489,797</u>
Total	<u>\$ 564,033</u>

Investment income is summarized as follows:

<u>Description</u>	<u>Amount</u>
Unrealized and realized gains (loss)	\$ 2,484
Interest, dividends, and capital gains	11,139
Retiree plan income (Note 5)	<u>11,189</u>
Net investment return	<u>\$ 24,812</u>

The Organization earned an additional \$9 of operating interest on its cash and cash equivalents.

NOTE 4 - PROPERTY AND EQUIPMENT

At year-end, property and equipment consist of:

<u>Description</u>	<u>Amount</u>
Office equipment	\$ 122,075
Leasehold improvements	15,486
Less: accumulated depreciation	<u>(125,360)</u>
Net property and equipment	<u>\$ 12,201</u>

Depreciation expense for the year was \$4,830.

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

The Organization adopted a Retiree Medical Benefit Plan and Trust (ERISA). The Organization wishes 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 are held in trust and excludable from gross income of the participants. At year-end, the fair market value of the fund was \$180,416 and consisted of:

<u>Description</u>	<u>Fair Value</u>
Cash and cash equivalents	\$ 16,974
Fixed income securities	99,969
Equity funds	<u>63,473</u>
Total	<u>\$ 180,416</u>

Investment income for assets held in trust is summarized as follows:

<u>Description</u>	<u>Amount</u>
Unrealized and realized gains (loss)	\$ 7,737
Interest, dividends, and capital gains	<u>3,452</u>
Net investment return	<u>\$ 11,189</u>

NOTE 6 - RELATED PARTIES

The Organization rents office space, on a month to month basis, in a building owned by the founder and current president of the Board of Directors of the agency. The rate is \$3,939 per month. 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 \$60,732.

SUPPLEMENTARY INFORMATION

CENTER FOR POLICY RESEARCH
INDIRECT COST RATE CALCULATION
FOR THE YEAR ENDED DECEMBER 31, 2016

	<u>Total</u> Costs		<u>Total</u> Direct Program Costs		<u>Indirect</u> Costs	Adjustments to Indirect Costs	<u>Allowable</u> Indirect Costs
Salaries	\$ 537,061	(4)	\$ 391,471	(2)	\$ 145,590	-	\$ 145,590
Payroll tax and benefits	226,226	(5)	165,512	(3)	60,714	-	60,714
Contract services /incentives	241,721		239,954		1,767	-	1,767
Occupancy	61,085		-		61,085	-	61,085
Travel	18,750		14,802		3,948	-	3,948
Marketing	2,971		-		2,971	-	2,971
Equipment	12,480		-		12,480	-	12,480
Telephone	11,290		5,308		5,982	182 (a)	5,800
Insurance	10,734		-		10,734	-	10,734
Accounting and audit	6,495		-		6,495	-	6,495
Supplies	2,792		-		2,792	-	2,792
Dues	20,239		19,435		804	-	804
Postage	1,451		134		1,317	-	1,317
Printing	2,883		2,345		538	-	538
Other	15,324		7,394		7,930	3,163 (a)	4,767
	<u>1,171,502</u>		<u>846,355</u>		<u>325,147</u>	<u>3,345</u>	<u>321,802</u>
Depreciation	4,830		-		4,830	-	4,830
Total expenses	<u><u>\$ 1,176,332</u></u>		<u><u>\$ 846,355</u></u>		<u><u>\$ 329,977</u></u>	<u><u>\$ 3,345</u></u>	<u><u>\$ 326,632</u></u> (1)

Calculated indirect cost rate

<u>Total allowable indirect costs(1)</u>	<u>326,632</u>	=	58.64%
<u>Direct salaries(2) + Direct employee benefits(3) @ calculated rate</u>	<u>391,471 + 165,512</u>		

Calculated fringe rate

<u>Total payroll taxes and benefits(5)</u>	<u>226,226</u>	=	42.12%
<u>Total salaries(4)</u>	<u>537,061</u>		

(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

Robert Schulzinger, Ph.D.

Cyndi Kahn

Terry Kelly

ANNE BYRNE

LEADER AND CONSULTANT

- ◆ Accomplished and popular **organizational and leadership development trainer, evaluator, and consultant** providing comprehensive services to build capacity to drive impact.
- ◆ **Experienced executive director** with 24 years experience founding, developing and leading well-respected nonprofit organizations making positive community impact for diverse populations.
- ◆ **Effective communicator** with skills at public speaking, writing, and as a media spokesperson.
- ◆ **Successful problem solver**, utilizing research and analysis to develop creative solutions.
- ◆ **Program and organizational developer**, leading efforts from assessment of community needs planning, design, ongoing management, evaluation and continuous improvement.
- ◆ **Community entrepreneur**, creating innovative response to community needs, including analysis, research, and development of solutions aligned with funding resources.

PROFESSIONAL EXPERIENCE

CENTER FOR POLICY RESEARCH – DENVER, CO

Striving to enhance individual, family, and community well-being through research, evaluation, and policy refinement.

Senior Research Associate, 2016 to present,

Provide customized project management and research applied to feasibility studies, qualitative and quantitative evaluation, and technical assistance for social sector organizations. Utilize a variety of research techniques including logic model development, data collection and analysis, focus groups and interviews, and best practice application.

Key Results:

- Lead the evaluation of the Employment Focused Funds grant program for the Colorado Department of Human Services.
- Serve as project manager for a feasibility study on the inclusion of home delivered meals as a Medicaid Home and Community Based Services benefit for the Colorado Department of Health Care Policy and Financing.

ASU LODESTAR CENTER FOR PHILANTHROPY AND NONPROFIT INNOVATION — Phoenix, AZ

Capacity building for those who lead, manage and support nonprofits.

Program Manager, Professional in Residence, Consultant, Nonprofit Management Institute (NMI) Instructor, 2011 to present,

Lead and facilitate a leadership development program for groups in 11 rural communities in Arizona, Colorado and New Mexico. Provide thought leadership and content for Center conferences, courses and materials. Provide expert advice and training on nonprofit management issues to individuals and organizations on an individual and group basis. Research and analyze key issues to support the nonprofit sector. Develop issue briefs for wide distribution. Publish a regular blog on nonprofit management issues. Consult on best practices for the university's nonprofit academic programs.

Key Results:

- Developed, implemented, and facilitated a leadership development/community initiative project in 11 communities in Arizona, Colorado and New Mexico, including issue selection process, original content development, webinars and live trainings.
- Provided consultation and coaching to over 1000 individuals, organizations, and communities on general nonprofit management and community development issues.
- Presented over 50 professional development training sessions on Board of Directors governance, strategic planning and organizational sustainability.
- Popular blog author.

UNITARIAN UNIVERSALIST CONGREGATION OF PHOENIX – Paradise Valley, Arizona

Welcoming all in building religious community, called to share journeys, grow in spirit, advance justice.

Director of Children's and Youth Ministries, 2012 to 2015

Direct parent cooperative preschool, summer youth camp and religious education for children and youth at mid-size congregation. Serve on worship planning team and deliver weekly lessons to children. Supervise professional and volunteer staff. Author and distribute two weekly electronic newsletters and monthly journal article.

Key Results:

- Aligned diverse children's and youth programming.
- Enhanced focus for youth with congregational mission.
- Creatively utilized music, storytelling, and songwriting in advancement of the mission.
- Stabilized the preschool and led the separation from the congregation to an autonomous 501c3 organization.

AZIMUTH FOUNDATION — Phoenix, AZ

Educating and motivating kids to healthy, active lifestyles

Executive Director, 2010 to 2011

Served as first and only chief executive officer for nonprofit health promotion and childhood obesity prevention program. Provided overall organizational management, including program oversight, fiscal management, fundraising, staff supervision and communications. Developed program content, tools, evaluation, and replication fidelity standards. Responsible for communications, fundraising, grant writing and management, staff supervision, and partner collaboration.

Key Results:

- ◆ Led the organization through a strategic planning process to facilitate large scale replication of its healthy life activity, nutrition, and goal setting program for elementary aged children.
- ◆ Developed program content, tools, on-line training, evaluation and replication fidelity standards.
- ◆ Increased program implementation from 2 sites (100 kids) to 27 (2200 kids) at Phoenix and Denver area partners.

SUMMER SCHOLARS – SCHOLARS UNLIMITED— Denver, Colorado

Narrowing the educational achievement gap for school age children.

Executive Director, 1997 to 2010

Served as chief executive officer for multi-site summer and after school literacy, recreation, child care and family literacy program for Denver inner-city youth and their families. Raised and managed funds while developing and supervising high quality academic and enrichment programs. Supervised staff and led organizational and Board of Directors development. Facilitated and implemented evaluation and planning efforts. Served as organizational spokesperson and communications officer.

Key Results:

- ◆ As first executive director, successfully transitioned organization from volunteer led to management by professional staff.
- ◆ Recognized with the Judith Kaufman Award for Civic Entrepreneurialism, Denver Foundation, in 2007.
- ◆ Improved academic achievement outcomes for 2000 youth each year by extending programs from summer to year-round and integrating literacy best practices into instruction.
- ◆ Secured funds to create an organizational endowment of \$2 million for long term financial stability.
- ◆ Leveraged resources with Denver Parks and Recreation and Denver Public Schools for the benefit of Denver kids.
- ◆ Built a team of 30 full time professionals with an annual budget of \$4 million.
- ◆ Created a culture of continuous improvement based on extensive staff training and program evaluation.
- ◆ Built the organization's reputation as a national leader in summer and extended learning programs, evidenced by the Center for Summer Learning's inaugural award for Excellence in Summer Learning and as a featured organization on the US Department of Education's *Education News Parents Can Use* television show.

RAPE ASSISTANCE AND AWARENESS PROGRAM –THE BLUE BENCH — Denver, Colorado

Working towards the elimination of sexual violence, with the primary goals of assisting victims and educating the public about sexual violence and its prevention

Founding Executive Director, 1983 -1992

Served as chief executive officer for comprehensive, nine-county, Denver-area rape crisis center. Developed the organization and programs from founding to sustainable viability. Provided overall organizational management, including Board of Directors development, fundraising, staff supervision, fiscal administration, and communications.

Key Results:

- ◆ Founded the organization, now in its 34^h year of service to the Denver community.
- ◆ Served as a national and state leader in the National and Colorado Coalitions Against Sexual Assault.
- ◆ Led the successful effort to criminalize marital rape in Colorado.
- ◆ Made multiple appearances on local television and radio as a spokesperson on sexual violence issues.
- ◆ Secured funds and donations for a capital campaign to secure a permanent home for the organization.
- ◆ Developed crisis intervention, counseling, school prevention and support programs, including specialized programs for people with disabilities, youth, and ethnic minorities.

COLORADOANS FOR RECYCLING — Denver, CO

Advocating for a statewide recycling ballot initiative.

Volunteer Coordinator, 1981-1982

Coordinated volunteers for statewide ballot initiative.

Key Results:

- Successful led petition drive for signatures of 60,000 registered voters.
- Managed of four get out the vote phone banks across Colorado.
- Recruited and supervised 500 statewide volunteers.

EDUCATION

GRAND CANYON UNIVERSITY – PHOENIX, AZ

Masters of Science in Industrial and Organizational Psychology, 2017

UNIVERSITY OF DENVER — Denver, CO

Bachelor of Arts (BA) in Political Science and Psychology, 1981

AWARDS

- ◆ Judith Kaufman Award for Civic Entrepreneurialism, Denver Foundation, 2007.
- ◆ Chinook Fund Founders Award, 1998.
- ◆ Colorado Coalition Against Sexual Assault Leadership Award, 1980.

CERTIFICATIONS

- BoardSource Certified Governance Trainer
- Emergenetics Associate
- Core Capacity Assessment Tool, Administrator
- Intercultural Development Inventory, Qualified Administrator
- Myers Briggs Type Indicator, Qualified Administrator

PUBLICATIONS

Byrne, A. (2014, August 4). Ask a nonprofit specialist: Applying for 501©3 status with the new 1023 ez form[Web log post]. Retrieved from <https://lodestar.asu.edu/blog/2014/08/ask-nonprofit-specialist-applying-501c3-status-new-1023-ez-form>

Byrne, A. (2014, January 15). Ask a nonprofit specialist: Arizona Gives Day [Web log post]. Retrieved from <https://lodestar.asu.edu/blog/2014/01/ask-nonprofit-specialist-arizona-gives-day>

Byrne, A. (2013, October 23). Ask a nonprofit specialist: Legal protection of control within public charities[Web log post]. Retrieved from <https://lodestar.asu.edu/blog/2013/10/ask-nonprofit-specialist-legal-protection-control-within-public-charities>

Byrne, A. (2013, September 4). Ask a nonprofit specialist: Using collaborative inquiry to engage stakeholders[Web log post]. Retrieved from

- <https://lodestar.asu.edu/blog/2013/09/ask-nonprofit-specialist-using-collaborative-inquiry-engage-stakeholders>
- Byrne, A. (2013, April 3). Ask a nonprofit specialist: How do I fill out form 1023([Web log post]). Retrieved from <https://lodestar.asu.edu/blog/2013/04/ask-nonprofit-specialist-how-do-i-fill-out-form-1023>
- Byrne, A. (2013, June 19). Ask a nonprofit specialist: To start or not to start[Web log post]. Retrieved from <https://lodestar.asu.edu/blog/2012/02/start-or-not-start>
- Byrne, A. (2013, March 7). Ask a nonprofit specialist: Engaging your board of directors in fundraising[Web log post]. Retrieved from <https://lodestar.asu.edu/blog/2013/03/ask-nonprofit-specialist-engaging-board-directors-fundraising>
- Byrne, A. (2012, May 30). Ask a nonprofit specialist: Engaging your board in financial statements [Web log post]. <https://lodestar.asu.edu/blog/2012/05/ask-nonprofit-specialist-engaging-board-financial-reports>
- Byrne, A. (2012, February 2). Ask a nonprofit specialist: Should we charge a fee for our services [Web log post].]. Retrieved from <https://lodestar.asu.edu/blog/2013/06/ask-nonprofit-specialist-should-we-charge-fees-our-services>
- Byrne, A & Hansberry, J. (2007). Collaboration: Leveraging resources and expertise. *New Directions for Youth Development*, 114. DOI:10.1002/yd.214.

EDUCATION

PhD 1974 Princeton University
MA 1972 Princeton University
BA 1970 Sarah Lawrence College

CURRENT EMPLOYMENT

1981 - Present **Director**
Center for Policy Research (CPR)
Denver, Colorado
CPR: A nonprofit, tax-exempt organization conducting demonstration programs and evaluation research dealing with contemporary social and legal issues.

SELECTED RESEARCH, EVALUATION + TECHNICAL ASSISTANCE PROJECTS

Building Evidence and Domestic Violence Services and Interventions US DHHS, Assistant Secretary of Planning & Evaluation (ASPE)	2015-2016
Behavioral Interventions for Child Support Services (BICS) US DHHS, Office of Child Support Enforcement (OCSE), subcontract with MDRC	2015-2017
Development of a Responsible Fatherhood Network (FRPN.org), Temple University & USDHS, Office of Planning, Research & Evaluation (OPRE)	2013-2018
Child Support Noncustodial Parent Employment Demonstration (CSPED) State of Tennessee and State of Colorado, Department of Human Services	2013-2017
Evaluation of Oregon Child Support Program Parenting Time Orders Project (PTOC), State of Oregon Department of Justice Division of Child Support	2013-2017
Building Assets for Fathers and Families in Tennessee The RISE Foundation and Tennessee DHS, Child Support Division	2011-2014
Integrating Workforce Strategies with Child Support Services in Tennessee Tennessee Department of Human Services, Child Support Division	2011-2012
Massachusetts Parent Support Program: Providing Services to Never-Married Parents, Massachusetts Department of Revenue, Child Support Division	2010-2013
Streamlining Child Support Modification Processes: Bristol County, Massachusetts, Massachusetts Department of Revenue, Child Support Division	2009-2012
The Child Support Program and Parenting Time Orders: Research, Practice, and Partnership, Federal Office of Child Support Enforcement	2011-2012
Debt Compromise Programs: Best Practices and Outcomes Administration for Children and Families, Office of Child Support Enforcement	2008-2012
Family-Centered Services for Unwed Parents in the IV-D Caseload; Prisoner Re-Entry Initiative, Tennessee DHS, Division of Child Support Enforcement	2010-2013
Family-Centered Services for Unwed Parents in the IV-D Caseload; Streamlining the Modification Process, Massachusetts Department of Revenue, Child Support Enforcement Division	2010-2012

Arrears in Colorado: Evaluation of a Debt Compromise Program for Ex-Offenders & Disabled Obligors , Colorado DHS, Div. of Child Support Enforcement	2009-2012
Parents to Work: A Collaboration Between Child Support and a Workforce Program , Arapahoe County DHS, Child Support Enforcement Division	2008-2011
Evaluation of Early Intervention Procedures Used to Collect Child Support Colorado DHS, Division of Child Support Enforcement	2006-2009
Technical Assistance Guidance for Effective Customer Service U.S. Department of Health and Human Services, Office of Child Support Enforcement	2008-2009
Ninos Sanos Healthy Children Pilot Project Texas Office of the Attorney General	2007-2011
Child Support Enforcement and Judicial E-Filing Collaboration Colorado Department of Human Services Division of Child Support Enforcement	2007-2010
Evaluation of the Court Order Parent Education Project (COPE) to Promote Compliance with Court Orders Texas Office of the Attorney General, Child Support Division	2007-2010
Evaluation of the Data Information Sharing Project (DISH) For Child Support and the Court Colorado Department of Human Services, Division of Child Support Enforcement	2007-2009
An Evaluation of Early Intervention and Simplified Modification Procedures Colorado Department of Human Services, Division of Child Support Enforcement	2006-2009
Healthy Babies—Health Relationships: An Outreach Project for Expecting and New Parents U.S. Department of Health and Human Services, Child Support Enforcement Division	2006-2011
Evaluation of the Texas Access and Visitation Hotline Evaluation Plan Texas Office of the Attorney General, Child Support Division	2007-2008
Strong Start—Stable Families: An Evaluation of an Outreach Program for Pregnant Teens Texas Office of the Attorney General, Child Support Division	2005-2009
Child Support and Child Welfare: Enhancing Agency Collaboration and Case Processing U.S. Department of Health and Human Services, Office of Child Support Enforcement	2005-2008
Inter-Agency Collaboration Among Social Services Agencies in Los Angeles County IBM Center for the Business of Government	2008
Barriers to CCCAP Utilization: Proposed Assessment and Identification of Needed Solutions Denver Early Childhood Council	2007-2008
Reducing Adversarial Proceedings and Increasing Financial Security: The Parenting Project Tennessee Department of Human Services, Child Support Enforcement Division	2006-2010
Ensuring Access, Encouraging Support: Addressing Visitation in Child Support Cases Office of the Attorney General of Texas, Child Support Division	2004-2007

Early Intervention in Child Support Cases U.S. Department of Health and Human Services, Office of Child Support Enforcement	2004-2006
The Use of Technology to Process Child Support Cases in Allegheny County County of Allegheny County Court of Common Pleas, Family Division	2004-2006
Building Healthy Marriages and Family Relationships, A Collaboration for Boston Families Massachusetts Department of Revenue, Division of Child Support Enforcement	2004-2009
Assessment of Denver and Boulder Jewish Preschools Rose Community Foundation	2005-2006
Integration of Access, Visitation, and Child Support Enforcement Colorado Department of Human Services, Division of Child Support Enforcement	2005-2007
NORC: Aging in Place Jewish Family Service	2004-2006
Task Order 38: An Assessment of Research Concerning Effective Methods of Working with Incarcerated and Released Parents with Child Support Obligations Federal Office of Child Support Enforcement, Subcontract with Policy Studies Inc.	2005-2006
Improving Information Obtained from Applicants and Clients: The Impact of the Interviewer, the Information Obtained from the Interview, and Post Interview Follow-up Action The Massachusetts Department of Revenue, Division of Child Support Enforcement	2004-2007
Reducing Default Orders in Colorado Colorado Department of Human Services, Division of Child Support Enforcement	2004-2007
Evaluation of the D.C. Multi-Door Dispute Resolution Program District of Columbia Superior Court	2003-2006
Tarrant County Employment Partnership Project Texas Office of the Attorney General, Child Support Division	2003-2006
Task Order 33: A Guide to Collaboration and Strategic Planning for States and Tribal Organizations Administering the Access and Visitation Grant Program Federal Office of Child Support Enforcement, Subcontract with Policy Studies Inc.	2003-2005
Evaluation of the Texas Access and Visitation Hotline Texas Office of the Attorney General, Child Support Division	2004
Assessment of Affinity Groups of the Allied Jewish Federation Allied Jewish Federation, Denver Colorado	2004
Rose Youth Foundation: A Brief Assessment Rose Community Foundation, Denver, Colorado	2003
Evaluation of Rock 'n Read in 2003 Front Range Earth Force, Denver, Colorado	2003
Parent Program: People Achieving Responsibility Through Education, Nurturing, and Training Larimer County Child Support Enforcement, Larimer, Colorado	2001-2004

PUBLICATIONS

FRPN Research Brief: Measures of Father-Child Relationship Quality. www.FRPN.org , October 2016	2016
FRPN Research Brief: Measuring Employment, Income, and Financial Stability among Fathers in Fatherhood Programs, www.FRPN.org , July 2016	2016
FRPN Research Brief: Measuring Financial Support Provided by Fathers in Fatherhood Programs, www.FRPN.org , April 2016	2016
Parenting Time and Co-Parenting for Unmarried Parents. Family Court Review , Vol 53, No 2.	2015
Establishing Parenting Time in Child Support Cases: New Opportunities and Challenges. Family Court Review , Volume 53, No. 2.	2015
FRPN Research Brief: Fatherhood Programs and Intimate Partner Violence, www.FRPN.org , Nov 2015	2015
FRPN Research Brief: Framing the Future of Responsible Fatherhood Evaluation Research for the Fatherhood Research and Practice Network. www.FRPN.org , June 2014	2014
FRPN Research Brief: Framing the Future of Economic Security Evaluation Research for the Fatherhood Research and Practice Network. www.FRPN.org , June 2014	2014
FRPN Research Brief: Framing the Future of Co-Parenting Evaluation Research for the Fatherhood Research and Practice Network. www.FRPN.org , June 2014	2014
Child Support Outcomes in Five Debt Compromise Programs, Child Support CommuniQue , March 2013.	2013
Research: Debt Compromise Programs Improving Child Support Outcomes. Child Support Report , Office of Child Support Enforcement, Vol. 34, No. 12, Dec 2012.	2012
Addressing Visitation Problems in Child Support Offices: The Tennessee Experience. NCSEA Communiqué , August 2012.	2012
Co-parenting Interventions for Fragile Families: What do we Know and Where do we Need to Go Next? Family Process , Vol. 51, No. 3, 2012.	2012
Outreaching to Expectant & New Parents about Paternity & Child Support: Opportunities & Challenges. Child Support Quarterly , Vol 62, No 35, Summer Issue 2010	2010
Addressing Access and Visitation Problems at the Child Support Agency: Preliminary Findings from Demonstration Projects in Colorado and Texas. Child Support Quarterly , Summer 2006.	2006
A New Look at an Old Issue: An Evaluation of the State Access and Visitation Grant Program. Family Court Review , July 2005.	2005
Turning Offenders into Responsible Parents and Child Support Payers. Family Court Review , July 2005.	2005
Building Debt While Doing Time: Child Support and Incarceration. Judges' Journal , Winter 2004.	2004
Responsible Fatherhood Programs: Who They Serve and What They Accomplish. Child Support Quarterly , Summer 2004.	2004

Serving Fathers Who Leave Prison. Family Court Review , vol. 41, no. 3, July 2003.	2003
Twelve Reasons for Collaboration Between Departments of Correction and Child Support Enforcement Agencies. Corrections Today , June 2003.	2003
A Conversation with Jessica Pearson and Esther Griswold: Incarcerated Parents and Child Support. Policy and Practice , vol. 60, no. 4, December 2002.	2002
New Approaches to Child Support Arrears. Policy and Practice , vol. 59, no. 3, September 2001.	2001
Balancing Safety and Self-Sufficiency: Lessons on Serving Victims of Domestic Violence for Child Support and Public Assistance Agencies. Violence Against Women , vol. 7, no. 2, 176-192, February 2001.	2001
Does Dropping Debt and Retroactive Support Affect the Payment of Current Support? Child Support Quarterly , vol. XXXVII, no. 7, Fall 2001.	2001
Work and Family Center First-Year Report. Offender Employment Report , vol. 2, no. 2, December/January 2001.	2001
A Forum for Every Fuss: The Growth of Court Services and ADR Treatments for Family Law Cases in the United States. In Katz, Eekelarr and Maclean (eds.). Cross-Currents: Family Law in England and the United States Since World War II . Oxford: Oxford University Press. February 2001.	2001
Designing Programs for Incarcerated and Paroled Obligor. Welfare Information Network (WIN) , vol. 1, no. 2, August 2000.	2000
New Directions for Child Support Agencies When Domestic Violence is an Issue. Policy and Practice , vol. 58, no. 1, March 2000.	2000
Meeting the Needs of Twenty-First Century Families. Family Law Quarterly Millennium Issue , vol. 33, no. 3, Fall 1999.	1999
Child Support and Domestic Violence: The Victims Speak Out. Violence Against Women , vol. 5, no. 4, April 1999.	1999
Supervised Visitation: The Families and Their Experiences. Family and Conciliation Courts Review , vol. 37, no. 4, October 1999.	1999
Supervised Visitation: A Profile of Providers. Family and Conciliation Courts Review , vol. 37, no. 4, October 1999.	1999
Parent Education in the Domestic Relations Court: A Multi-Site Assessment. Family and Conciliation Courts Review , vol. 37, no. 2, April 1999.	1999

EDUCATION

PhD 1981 University of Denver
MA 1977 University of Colorado
BA 1976 University of Colorado

CURRENT EMPLOYMENT

1981 - Present **Associate Director**
Center for Policy Research (CPR)
Denver, Colorado

CPR: A nonprofit, tax-exempt organization conducting demonstration programs and evaluation research dealing with contemporary social and legal issues.

SELECTED RESEARCH, EVALUATION + TECHNICAL ASSISTANCE PROJECTS

Development of a Responsible Fatherhood Network (FRPN.org), Temple University & USDHS, Office of Planning, Research & Evaluation (OPRE)	2013-2018
Evaluation of Legal Representation for Parents Casey Family Programs and the Kellogg Foundation	2017-2019
Evaluation of Oregon Child Support Program Parenting Time Orders Project (PTOC), State of Oregon Department of Justice Division of Child Support	2013-2016
Evaluation of the Model of Legal Representation in Louisiana Supreme Court of Louisiana Office of the Judicial Administrator	2011-2012
Monitoring of the Process Evaluation of the Louisiana Court Improvement Project Supreme Court of Louisiana Division of Children and Families	2009-2012
Reducing Adversarial Proceedings and Increasing Financial Security: The Parenting Project Tennessee Department of Human Services, Child Support Enforcement Division	2006-2010
Evaluation of Child Abuse Mediation in New York City New York Family Court	2009-2011
Debt Compromise Programs: Best Practices and Child Support Outcomes Federal Department of Health and Human Services, Office of Child Support Enforcement	2008-2012
Technical Assistance Guidance for Effective Customer Service Department of Health and Human Services Office of Child Support Enforcement	2008-2009
Evaluation of the Data Information Sharing Project (DISH) For Child Support and the Court Colorado Department of Human Services, Division of Child Support Enforcement	2007-2010
Evaluation of Early Intervention Procedures Used to Collect Child Support Division of Child Support Enforcement of the Colorado Department of Human Services	2006-2009

Strong Start—Stable Families: An Evaluation of an Outreach Program for Pregnant Teens Texas Office of the Attorney General, Child Support Division	2005-2009
Evaluation of the Texas Access and Visitation Hotline Texas Office of the Attorney General	2007-2008
Non-Resident Fathers in the Child Welfare System: El Paso County Evaluation Plan El Paso County Department of Human Services	2008-2011
Child Support and Child Welfare: Enhancing Agency Collaboration and Case Processing Federal Department of Health and Human Services, Office of Child Support Enforcement	2005-2008
IBM Study of Management in Government IBM Center for the Business of Government	2008
Healthy Babies—Health Relationships: An Outreach Project for Expecting and New Parents U.S. Department of Health and Human Services, Child Support Enforcement Division	2006-2011
Integration of Access, Visitation, and Child Support Enforcement Department of Health and Human Services Child Support Enforcement Division	2005-2007
Louisiana Court Improvement Program: Reassessment Louisiana Supreme Court	2005
Early Intervention: Expanding Customer Services Through Agency-Initiated Contact Federal Office of Child Support Enforcement	2004-2006
Improving Judicial Case Processing Through the Use of Technology Court of Allegheny County	2004-2006
Employment Partnership Project Texas Office of the Attorney General	2003-2006
Building Healthy Marriages and Family Relationships, A Collaboration for Boston Families Massachusetts Department of Revenue Division of Child Support Enforcement	2004-2009
National Evaluation of the Court Improvement Projects Children’s Bureau of the Department of Health and Human Services, Subcontract with Pal-Tech, Inc	2004-2009
Improving Information Obtained from Applicants and Clients: The Impact of the Interviewer, the Information Obtained from the Interview, and Post Interview Follow-up Action The Massachusetts Department of Revenue Division of Child Support Enforcement	2004-2007
Reducing Default Orders in Colorado Division of Child Support Enforcement of the Colorado Department of Human Services	2004-2007

Task Order 31: Program Support and Technology Transfer to Big Ten States The Federal Office of Child Support Enforcement, Subcontract with Policy Studies Inc.	2002-2004
Evaluation of Dependency Mediation in Orleans and Jefferson Parishes, Louisiana Baptist Community Ministries	2002-2006
Evaluation of the Permanency Resolution Program District of Columbia Superior Court	2002-2004
Evaluation of the D.C. Multi-Door Dispute Resolution Program District of Columbia Superior Court	2003-2006
Integrated Approaches to Managing Multi-case Families in the Criminal Justice System National Institute of Justice	2003-2006
Addressing Reintegration Issues of Fathers Leaving Prison Safer Foundation of Illinois	2002-2003
Task Order 27: Evaluation of Participant Outcomes in Access & Visitation Program The Federal Office of Child Support Enforcement, Subcontract with Policy Studies Inc.	2002-2003
Mediating Disputes Involving Parenting Time and Responsibilities in Colorado's 10th Judicial District: Assessing the Benefits to the Courts Colorado Judicial Department	2002
Evaluation of Fathers in the Criminal Justice System Project Massachusetts Department of Revenue, Child Support Enforcement	2001-2003
Family Group Decision Making and the Dependency Court State Justice Institute	2000-2002
Evaluation of Dependency Court Case Management Colorado Judicial Department	2000
Evaluation of Permanency Mediation in Hamilton County, Ohio Hamilton County Dependency Court	1999-2001
Evaluation of Permanency Mediation in Lucas County, Ohio Lucas County Dependency Court	1999-2001
Evaluation of Dependency Mediation in Colorado's Fourth Judicial District Colorado Judicial Department	1999
National Violence Against Women Survey U.S. Department of Justice/National Institute of Justice and U.S. Department of Health and Human Services/Centers for Disease Control and Prevention	1994-2000

PUBLICATIONS

FRPN Research Brief Measuring Employment, Income, and Financial Stability among Fathers in Fatherhood Programs, www.FRPN.org , July 2016	2016
FRPN Research Brief Measuring Financial Support Provided by Fathers in Fatherhood Programs, www.FRPN.org , April 2016	2016

FRPN Research Brief: Fatherhood Programs and Intimate Partner Violence, www.FRPN.org, Nov 2015 2015

Research: Debt Compromise Programs Improving Child Support Outcomes. **Child Support Report**. Office of Child Support Enforcement, Vol. 34, No. 12, Dec 2012. 2012

Identifying, Locating, Contacting, and Engaging Nonresident Fathers of Children in Foster Care. **National Association of Social Workers (NASW)**, Child Welfare Section Connection, Issue 2, Spring 2012. 2012

Where are the Dads? Identifying, Locating, Contacting, and Engaging Non-Resident Fathers of Children in Foster Care. **Protecting Children: A Professional Publication of American Humane Association**, vol. 26, no. 2, 2011. 2011

Making the Child Support-Child Welfare Connection Work for Kids. **QIC News Quarterly Newsletter**, published by American Humane Association. Summer 2009. 2009

What We Know Now: Findings from Dependency Mediation Research. **Family Court Review**, Vol. 47, No. 1, January 2009. 2009

Inter-Agency Collaboration Among Social Services Agencies in Los Angeles County **IBM Center for The Business of Government, Social Services Series**. 2008

A New Look at an Old Issue: An Evaluation of the State Access and Visitation Grant Program. **Family Court Review**, July 2005. 2005

Family Group Decision Making in Colorado. **Protecting Children**, vol. 18, nos. 1-2. 2003

Assessing Whether Mediation Benefits the Courts. **Colorado Lawyer**, vol. 32, no. 3. 2002

Comparing Stalking Victimization from Legal and Victim Perspectives. in *Stalking: Perspectives on Victims and Perpetrators*. Keith E. Davis, Irene Hanson Frieze, and Roland D. Maiuro (eds.). New York: Springer Publishing Company. 2002

The Role of Stalking in Domestic Violence Crime Reports Generated by the Colorado Springs Police Department. in *Stalking: Perspectives on Victims and Perpetrators*. Keith E. Davis, Irene Hanson Frieze, and Roland D. Maiuro (Eds.), New York: Springer Publishing Company. 2002

Balancing Safety and Self-Sufficiency: Lessons on Serving Victims of Domestic Violence for Child Support and Public Assistance Agencies. **Violence Against Women**, vol. 7, no. 2. 2001

Coworker Violence and Gender: Findings from the National Violence Against Women Survey. **American Journal of Preventive Medicine**, vol. 20, no. 2, February. 2001

Dependency Mediation in Colorado's Fourth Judicial District. **The Colorado Lawyer**, vol. 30, no. 2, February. 2001

Does Dropping Debt and Retroactive Support Affect the Payment of Current Support? **Child Support Quarterly**, volume XXXVII, no. 7, Fall. 2001

Dependency Mediation: Help for Families and Courts. **Juvenile and Family Court Journal**, vol. 51, no. 2, Spring. 2000

Extent, Nature and Consequences of Intimate Partner Violence: Findings from the National Violence Against Women Survey, Research in Brief. Washington, DC: **National Institute of Justice**, May. 2000

Comparing Stalking Victimization from Legal and Victim Perspectives. Violence and Victims , vol. 15, no. 1.	2000
Prevalence, Incidence, and Consequences of Violence Against Women: Findings from the National Violence Against Women Survey. Washington, DC: National Institute of Justice .	2000
Co-Worker Violence and Gender: Findings from the National Violence Against Women Survey. submitted to American Journal of Preventive Medicine , May.	2000
Prevalence and Consequences of Male-to-Female and Female-to-Male Partner Violence as Measured by the National Violence Against Women Survey. Violence Against Women . vol. 6, no. 2, February.	2000
Supervised Visitation: The Families and Their Experiences. Family and Conciliation Courts Review , vol. 38, no. 1, January.	2000
Comparing Violence Over the Lifespan in Samples of Same-Sex and Opposite Sex Co-habitants. Violence and Victims , vol.14, no. 4.	1999
Supervised Visitation: A Profile of Providers. Family and Conciliation Courts Review , vol. 37, no. 4.	1999
Prevalence and Incidence of Violence Against Women: Findings from the National Violence Against Women Survey. The Criminologist . 24, 3 (May/June).	1999
Parent Education in the Domestic Relations Court: A Multisite Assessment. Family and Conciliation Courts Review , vol. 37, no.2.	1999

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Center for Policy Research

Name of Program/Service: Consultation Services for the Access and Visitation Program

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Jessica Pearson	\$155,000	3.00%	\$4,650.00
Nancy Thoennes	\$135,000	2.79%	\$3,761.10
Anne Byrne	\$70,000	25.00%	\$17,500.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$25,911.10

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.