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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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May 22, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Brandeis University (VC#392871), Waltham, MA, to provide the Department with technical assistance and supports in the continued development of Certified Community Behavioral Health Clinic related applications and tools, by exercising a contract renewal option by increasing the price limitation by $84,998 from $97,407 to $182,405 and extending the completion date from June 30, 2023 to June 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 7, 2022, Item #33.

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92.922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Program Services	92202340	$53,298	$0	$53,298
			Subtotal	***$53,298***	***$0***	***$53,298***

05-95-92-922010-41200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds-ARPA)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Grants for Pub Asst and Relief	92254120	$44,109	$0	$44,109
			Subtotal	***$44,109***	***$0***	***$44,109***

05-95-92-922010-19090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Program Svcs	TBD	***$0***	$15,454	$15,454
2024	102-500731	Contracts for Program Svcs	TBD	***$0***	$69,544	$69,544
			Subtotal	***$0***	***$84,998***	***$84,998***
			TOTAL	**$97,407**	**$84,998**	**$182,405**

EXPLANATION

The purpose of this request is to add funding and scope of work for the Contractor to provide targeted support and technical assistance to the Department to fulfill required activities outlined in the Certified Community Behavioral Health Clinic (CCBHC) Planning Grant, administered through the Substance Abuse and Mental Health Services Administration (SAMHSA). This amendment also allows the Department to continue exploration of the CCBHC model of integrated behavioral health care through a comprehensive system analysis in partnership with the existing community mental health centers and substance use disorder treatment providers.

The Department will continue monitoring Contractor performance through the review of monthly status reports to ensure project deliverables and associated timelines are met and adhered to.

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

Should the Governor and Council not authorize this request, Department may lose the opportunity to understand how to improve quality of integrated community based mental health and substance use services through potentially implementing the Certified Community Behavioral Health Clinic model.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number# 93.958, FAIN B09SM085371 and Assistance Listing Number #93.243, FAIN H79SM080245 and 93.829, FAIN H79SM087622.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

This Amendment to the Readiness Study for Certified Community Behavioral Health Clinics (CCBHC) contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Brandeis University ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 7, 2022 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

   June 30, 2024

2. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:

   $182,405

3. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B – Amendment 1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 47% Federal funds, Certified Community Behavioral Health Clinics (CCBHC) Expansion Grants, as awarded on 3/15/23, by DHHS Substance Abuse and Mental Health Services Administration, ALN 93.829, FAIN# H79SM087622;

      1.2. 29% Federal funds, ProHealth NH: New Hampshire Partnerships to Improve Health & Wellness for Young People with SED and SMI, as awarded on 8/10/21, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, ALN# 93.243, FAIN# H79SM080245; and

      1.3. 24% Federal funds, Mental Health Block Grant (MHBG), as awarded on 5/17/21, by the DHHS Substance Abuse and Mental Health Services Administration, ALN 93.958, FAIN B09SM085371.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be made upon completion and approval by the Department of the deliverables as specified in Exhibit C-1, Phase 1, Service System Analyses Task Deliverables Budget Worksheet, Exhibit C-2, Amendment 1, Support and Technical Assistance Budget Worksheet SFY23, and Exhibit C-3, Amendment 1, Support and Technical Assistance Budget Worksheet SFY24.

6. Modify Exhibit C, Payment Terms, Section 4, to read:

   4. The Contractor must submit an invoice with supporting documentation to the Department no later than 30 days after completing the deliverables as specific in Exhibit C-1, Phase 1, Service System Analyses Task Deliverables Budget Worksheet through Exhibit C-3, Amendment 1, Support and Technical Assistance Budget SFY24. The Contractor must

ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to: timesheets, payroll records, receipts for purchase, and proof of expenditures, as applicable.

4.5. Is completed, dated, and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

7. Add Exhibit C-2, Amendment 1, Support and Technical Assistance Budget Worksheet SFY23, which is attached hereto and incorporated by reference herein.

8. Add Exhibit C-3, Amendment 1, Support and Technical Assistance Budget Worksheet SFY24, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/9/2023
Date

DocuSigned by:
Katja S. Fox
ED0005B04C83442
Name: Katja S. Fox
Title: Director

Brandeis University

5/9/2023
Date

DocuSigned by:
5123E0890DB44D0
Name: Samuel Solomon
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

5/11/2023

Date

DocuSigned by:
Robyn Guarino
7487340449411400...

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Statement of Work

1.1. The Contractor must collaborate with the NH Department of Health and Human Services (Department) to study the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the NH Community Mental Health Centers (CCMHCs) and Substance Use Disorder (SUD) treatment systems.

1.2. The Contractor must ensure services under this Agreement are provided in accordance with:

1.2.1. Protecting Access to Medicare Act of 2014, H.R.4032, 113th Congress (2013-2014); and

1.2.2. CCBHC criteria as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA).

1.3. **Service System Analyses**

1.3.1. Comprehensive Analysis. The Contractor must analyze the existing state of CMHCs and SUD treatment provider systems to determine what steps will need to be taken in order to meet required SAMHSA criteria for CCBHCs. The Contractor must analyze program requirements, including, but not limited to:

1.3.1.1. Staffing;

1.3.1.2. Availability and accessibility of services;

1.3.1.3. Care coordination;

1.3.1.4. Scope of services;

1.3.1.5. Quality and other reporting; and

1.3.1.6. Organizational authority, governance, and accreditation.

1.3.2. Capability Analysis. The Contractor must analyze existing state and provider capabilities related to the published CCBHC model. The Contractor must ensure the capability analysis includes, but is not limited to:

1.3.2.1. Self-assessments from three (3) NH CMHCs, identified by the Department, which represent the array of providers in NH.

1.3.2.2. Identification of shortfalls.

1.3.2.3. Recommendations to address identified shortfalls.

1.3.3. Access Analysis. The Contractor must analyze service access concerns, barriers and facilitators. The Contractor must ensure the

access analysis includes, but is not limited to:

1.3.3.1. Identification of gaps in access to care among people with behavioral health conditions and improvement solutions across the age continuum.

1.3.3.2. Facilitating an understanding of how CCBHCs can increase access to behavioral health and primary physical healthcare for individuals with behavioral health conditions in areas of concern in NH, as determined by the Department.

1.3.4. Services Analysis. The Contractor must conduct a CCBHC behavioral health services analysis of the CMHCs and SUD treatment systems. The Contractor must ensure the services analysis includes, but is not limited to:

1.3.4.1. Identification of current and new elements necessary for NH CMHCs to meet CCBHC requirements.

1.3.4.2. Review of services outlined in NH's behavioral health administrative rules and managed care contracts.

1.3.4.3. Review of services and programs within the NH SUD Continuum of Care System.

1.3.5. Quality Metrics and Monitoring Analysis. The Contractor must conduct a quality metrics and monitoring analysis, as required by the CCBHC model. The Contractor must ensure the quality metrics and monitoring analysis:

1.3.5.1. Incorporates current Department and managed care quality monitoring; and

1.3.5.2. Identifies current and new elements of quality monitoring needed for NH CMHCs and SUD treatment providers to meet CCBHC requirements.

1.3.6. Data Capacity and Information Technology Analysis. The Contractor must conduct a data capacity and information technology analysis. The Contractor must ensure the analysis includes, but is not limited to examination of:

1.3.6.1. Data collection at the Department and CCBHC levels required to support the CCBHC model.

1.3.6.2. Data reporting at the Department and CCBHC levels required to support the CCBHC model.

1.3.7. The Contractor must assist the Department to estimate the actual cost of full access, service delivery, and quality monitoring at three (3) representative CMHCs in order to inform the actuarial analysis and

development of a State plan amendment.

1.3.8. Actuarial Analysis. The Contractor must provide guidance to the Department, on a plan to conduct an analysis that applies financial and statistical theories to determine the costs and impact of risk related to CCBHC service model implementation in NH.

1.3.9. Medicaid Plan, Statute, Rule and Regulation Analysis. The Contractor must examine which State statutes, rules and regulations require development or modification to support the implementation of the CCBHC model. The Contractor must ensure the analysis includes, but is not limited to the examination of:

1.3.9.1. Rules and regulations that address service delivery to Medicaid beneficiaries.

1.3.9.2. Licensing and certification.

1.3.9.3. Other items as identified by the Department.

1.3.10. The Contractor must compile written reports for each analysis detailed above and submit the report to the Department in accordance with Section 1.6. Reporting Requirements, Table 1, Service System Analyses Reporting, below. Upon the completion and submission of each report, the Contractor must collaborate with and provide guidance to the Department to review; identify and answer questions; synthesize; and summarize results of each report.

1.3.11. The Contractor must meet with the Department at a frequency and via a method approved by the Department to ensure project goals and timelines are being met and contract deliverables are being achieved.

1.3.12. Contingent upon outcomes of the Service System Analyses, indicating the Department's capability and capacity to implement and the cost-effectiveness of implementing, a CCBHC model of service across the NH community mental health and substance use disorder treatment systems, the Department may opt to move forward with CCBHC Implementation Plan Development through a contract amendment for Phase 2.

1.4. CCBHC Planning Grant Support and Technical Assistance

1.4.1. The Contractor must provide targeted support and technical assistance (TA) to the Department that assists in the planning and preparation for the CCBHC Demonstration Project as part of the CCBHC Planning Grant, administered through the Substance Abuse and Mental Health Services Administration (SAMHSA). The Contractor must ensure support and TA include, but are not limited to:

1.4.1.1. Developing a CCBHC Certification Tool and associated user manual to assess and certify CCBHCs in NH.

1.4.1.2. Establishing procedures to ensure compliance with quarterly reporting and monitoring as required by SAMHSA.

1.4.1.3. Developing a comprehensive draft application for participation in the CCBHC National Demonstration Program.

1.4.2. The Contactor must provide TA and support to the Department's CCBHC Certification Workgroup through participation in meetings as requested by and at a frequency determined by the Department.

1.4.3. The Contractor must participate in and report to the Department's CCBHC Leadership Team meetings, at a minimum of monthly basis.

1.4.4. The Contractor may attend the Department's CCBHC Stakeholder Advisory Committee, as requested by the Department.

1.5. Project Outcomes

1.5.1. The Department will monitor outcomes of the Contractor through regularly scheduled meetings and the review of monthly status reports to ensure the following:

1.5.1.1. Capacity analyses and implementation plans meet specific CCBHC certification criteria.

1.5.1.2. Cost assessment, actuarial activities and plans for payment model are sufficient to enable state planning.

1.5.1.3. Analyses and documents support a successful State plan amendment submission or other Department-approved submission to Centers for Medicare & Medicaid Services (CMS) to support CCBHC implementation.

1.6. Reporting

1.6.1. Service System Analyses Reporting Requirements

1.6.1.1. The Contractor must prepare and submit the following written reports to the Department, in accordance with Table 1, Phase 1- Service System Analyses Reporting, below.

Table 1, Phase 1 - Service System Analyses Reporting

Report	Description	Due Date
Monthly Status Reports	Progress of activities including: • Accomplishment(s) • Current tasks and action items including responsible parties • Challenges • Resolutions to challenges	*No later than the* ***20th day of each month***

	• Open issues • Work plan revision requests and approved changes	
Capability Analysis Report	Analysis of CMHC, substance use disorder treatment provider, and state self-assessments with final report and review of recommendations.	*No later than **120 days** after Contract Effective Date*
Access Analysis Report	Analysis of access gaps and improvement solutions, including the costs for the solutions, with written report of findings and recommendations.	*No later than **150 days** after Contract Effective Date*
Service Analysis Report	Analysis of required improvements and recommendations for state requirements for CCBHC model in written report.	*No later than **180 days** after the Contract Effective Date*
Actuarial Planning Report	Guidance on and collaboration with the Department to develop a plan to conduct an ***actuarial analysis*** of CCBHC service model implementation in NH in written report.	*No later than **180 days** after the Contract Effective Date*
Data Capacity and IT Analysis Report	Analysis of data capacity and IT with recommendations in written report.	*No later than **210 days** after the Contract Effective Date*
Regulatory Report	Analysis of changes to NH regulations needs with recommendations in written report.	*No later than **240 days** after the Contract Effective Date*
Final Phase 1 Service System Analyses Report	Comprehensive analysis of the readiness, capacity, and capability of implementing a CCBHC model of service delivery with the NH community mental health system including implementation costs and recommendations.	*No later than **270 days** after the Contract Effective Date*

1.6.2. CCBHC Planning Grant Support and Technical Assistance Reporting Requirements

1.6.2.1. The Contractor must submit a draft baseline report to the Department, no later than June 1, 2023

1.6.2.2. The Contractor must submit quarterly reporting to the Department as required by and within the timeframes outlined by SAMHSA below:

1.6.2.2.1. July 15, 2023;

1.6.2.2.2. October 15, 2023;

1.6.2.2.3. January 15, 2023; and

1.6.2.2.4. April 15, 2023.

1.6.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.6.4. The Contractor must meet with the Department, a minimum of monthly, to actively and regularly collaborate to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

2. Exhibits Incorporated

2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department shall retain copyright ownership for any and all

original materials produced, including, but not limited to:

3.2.3.1. Brochures.

3.2.3.2. Resource directories.

3.2.3.3. Protocols or guidelines.

3.2.3.4. Posters.

3.2.3.5. Reports.

3.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit C-2 - Amendment 1
Support and Technical Assistance Budget Worksheet SFY23

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

Contractor Name: Brandeis University

Project Title: State Readiness Assessment for CCBHC

Budget Period: July 1, 2022 through June 30, 2023 (SFY2023)

	Funded by DHHS
Task Deliverable	**Amount**
Attend monthly meetings	$ 2,699.00
Support draft of SAMHSA quarterly reports	$ 5,100.00
Draft applications for the planning year	$ 7,655.00
	$ 15,454.00

Contractor Initials DS

Date 5/9/2023

Exhibit C-3 - Amendment 1
Support and Technical Assistance Budget Worksheet SFY24

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

Contractor Name: Brandeis University

Project Title: State Readiness Assessment for CCBHC

Budget Period: July 1, 2023 through June 30, 2024 (SFY2024)

Task Deliverable	Funded by DHHS Amount
Attend monthly meetings	$ 21,592.00
Support draft of SAMHSA quarterly reports	$ 17,999.00
Draft applications for the planning year	$ 29,953.00
	$ 69,544.00

Contractor Initials DS

Date 5/9/2023

DocuSign Envelope ID: C0696804-D263-43AB-A8D5-0AED66DDD02B

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BRANDEIS UNIVERSITY is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on March 17, 2022. 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: **893140**

Certificate Number: **0005830631**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of July A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: C0696804-D263-43AB-A8D5-0AED66DDD02B

Brandeis
UNIVERSITY

I, Orla C. O'Brien, hereby certify that I am duly appointed Clerk/Secretary/Officer of Brandeis University. I hereby certify the following is a true copy of the Brandeis University current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations

Ronald D. Liebowitz, President
Carol A. Fierke, Provost and Executive Vice President of Academic Affairs
Stewart Uretsky, Executive Vice President for Finance and Administration
Samuel Solomon, Chief Financial Officer and Treasurer

I further certify that the following individuals currently hold the office or positions authorized:

Stanley M. Bolotin, Director, Pre-Award Services, Office of Research Administration
Martha Davis, Associate Director, Pre-Award Services, Office of Research Administration
Christine DiBlasi, Assistant Director, Pre-Award Services, Office of Research Administration
Marissa Hamilton, Assistant Director, Pre-Award Services, Office of Research Administration

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

DATED: April 12, 2023

ATTEST: Orla C. O'Brien

Orla C. O'Brien
Assistant Secretary of the Brandeis Board of Trustees

DocuSign Envelope ID: C0696804-D263-43AB-A8D5-0AED66DDD02B

These bylaws reflect the revisions voted at the meeting of the Board of Trustees on April 12, 2022.

Article I: The Corporation

The Corporation of Brandeis University shall consist of not more than fifty (50) voting Trustees, as provided under the terms of the Charter, Chapter 326 of the Laws of 1937 of the Commonwealth of Massachusetts, as amended by Chapter 257 of the Acts of 1961, as further amended by Chapter 371 of the Acts of 1968, and as further amended by Chapter 354 of the Acts of 1973.

Article II: Trustees and Terms of Trustees

Section A: Election of Trustees

1. The Board of Trustees shall be self-perpetuating.
2. **Nomination and Election:**
    a. The Nominating and Governance Committee shall screen potential nominees, investigating and assessing their suitability for consideration as Trustees, and determining whether to recommend to the Board of Trustees an individual for nomination as a Trustee.
    b. The Nominating and Governance Committee shall submit a biographical summary and such other information it may deem useful of any individual it recommends for membership on the Board of Trustees.
    c. Upon submission of the nomination to the Board of Trustees, and if the nominee has expressed a willingness to serve, the Chair of the Board of Trustees shall conduct a vote in accordance with the provisions of Article IV, Section B, 2a. of these Bylaws.
    d. The Chair shall declare that an individual has been duly elected, if, with a majority of the eligible Trustees voting, three-quarters (3/4) of the votes cast are affirmative. The Chair of the Board of Trustees shall thereupon notify the individual.
    e. The Nominating and Governance Committee shall establish a regular process of evaluating the participation of each Trustee throughout his or her term.
3. **Term of Office:**
    A Trustee, regularly elected in the above-prescribed manner, shall serve for a period of four (4) years. If the Trustee is elected on or before December 31, his or her term will be deemed to have begun immediately following the prior spring Commencement; if elected on or after January 1, his or her term will be deemed to have begun immediately following the next spring Commencement. Subject to the limitations of subparagraphs (b) and, below, the Board of Trustees may, at its discretion, elect a Trustee to additional four (4) year terms. The re-election of a Trustee for a second or third term shall not be a formality. The Nominating and Governance Committee shall first evaluate each Trustee eligible for re-election to the Board before nominating such Trustee for an additional term, subject to re-election by the Board.

a. No Trustee, except as noted in subparagraph (c) and (e), shall serve more than twelve (12) years in total, but any incumbent Board Chair who shall have attained twelve (12) years of service, but who is in the midst of a term, may complete that term. Consecutive years of service shall include all years served, whether as a regular Trustee, Alumni Term Trustee, Chair of the Fellows of the University, President of the Brandeis Alumni Association, or President of the Brandeis National Committee.
b. Any Trustee who as of January 25, 2022: 1) will have served a total of at least twelve (12) years, or 2) will be in the midst of their third four-year term, shall be elected to a final four-year term ending immediately after Commencement 2026.
c. Leaves of absence may be granted to voting Trustees on a case-by-case basis, upon recommendation of the Chair and a majority vote of the Board of Trustees.

Section B: Alumni Term Trustees

The membership of the Board of Trustees shall include four (4) Alumni Term Trustees, each serving for a term of four (4) years, as voting members of the Board, and elected in accordance with the procedures for the election of regular Trustees set forth in Article II, Section A 2. a to d.

1. The terms of the four (4) Alumni Term Trustees shall be so staggered that one (1) shall be elected each year.
2. An individual serving for the unexpired portion of the term of an Alumni Term Trustee may, upon the conclusion of that term, be immediately elected to a full, four-year term as and Alumni Term Trustee, provided the unexpired term portion did not exceed two years. The unexpired portion of the term of an Alumni Term Trustee that is equal to or exceeds two years shall be considered a full term for purposes of election in accordance with the provisions of Section B. 3. below.
3. An Alumni Term Trustee, upon completion of his or her term, shall not succeed to another Alumni term, except as noted in Section B. 2 above. Such Trustee, however, shall be eligible for election by the Board of Trustees under provisions of Section A. 2.

Section C: Other Representative Trustees

The Chair of the Board of Fellows of Brandeis University, the President of the Brandeis National Committee, and the President of the Brandeis Alumni Association shall, upon entering into incumbency of such office and upon approval of the voting Trustees, become voting members of the Board of Trustees, unless any such person is already serving as a Trustee. Any person so elected by the Board of Trustees by virtue of one of the foregoing particular offices shall serve only during his or her incumbency in that office. Upon termination of such incumbency, membership on the Board of Trustees of such person shall automatically expire.

Section D: Trustees Emeriti/Ae

1. When a Trustee leaves the Board due to resignation or term expiration, he or she will be eligible to be elected a Trustee Emeritus/a if he or she has served a minimum of two terms and has provided distinguished and meritorious service and leadership, and has

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made exceptional contributions, to the University. In that regard, the Nominating and Governance Committee shall assess a potential candidate with regard to the degree of his or her exemplary leadership behavior, philanthropic contributions, the extent of time and energy devoted to the University and the extent of specialized expertise needed to advance the University's strategic priorities, and with a potential candidate being required to meet at least three of those four criteria at a level above and beyond that normally expected of a Trustee.

2. A Trustee Emeritus/a is not a voting member of the Board of Trustees and is not included in the count of Trustees established by the Charter of the Corporation. A Trustee Emeritus/a automatically becomes a Fellow as described in Article VIII.

Section E: Removal or Suspension of a Trustee or Officer of the Board

A Trustee or Officer of the Board may be removed or suspended from office for cause deemed sufficient by those voting for such removal in accordance with the provisions set forth in Article IV, Section B, 2.b, ii.

Article III: Officers and Terms of Service

Section A: Officers of the Corporation

The Officers of the Corporation shall be a Chair (designated in the Charter as the President) of the Board of Trustees, up to three (3) Vice Chairs (designated in the Charter as the Vice Presidents), a Treasurer, a Secretary, an Assistant Treasurer, and an Assistant Secretary/Clerk.

Section B:

1. Each of the Officers shall be elected from the voting membership of the Board of Trustees upon nomination by the Nominating and Governance Committee, except the Treasurer, Assistant Treasurer and the Assistant Secretary/Clerk, and shall be elected by the Board of Trustees at the Annual Meeting or at such other designated meeting, with proper notice, by the Board of Trustees. The duly elected Officers of the Corporation shall assume their respective offices immediately upon the conclusion of the spring Commencement exercises of the University, unless the election of an officer is for the purpose of filling an existing vacancy, in which case the position will be filled immediately or upon a future date specified in the vote.
2. The term of office of the Chair, Vice Chair(s) and Secretary shall be three (3) years, running concurrently with the term of the Chair of the Board of Trustees, and the Vice Chair(s) shall be eligible to serve in the same office for a second consecutive term. The term of office of the Secretary shall be limited to one three-year term, and shall not be eligible for election to an additional consecutive term. Any other Officer who has served in the same office for two (2) consecutive terms shall not be eligible for election in that office for an additional consecutive term. [The September 14, 2016 amendment concerning Officer terms running concurrently with the Chair's term shall take effect upon the next occurring expiration of each Officer's term after that date. Upon such expiration, the next elected Officer's term in each office shall be for the remainder of the

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Chair's then current term, and shall be treated as a full term for purposes of determining eligibility for re-election to that office.]

3. A vacancy occurring in any office of the Corporation, except that of Treasurer, Assistant Treasurer and Assistant Secretary/Clerk, shall be filled by election of a successor from the voting membership of the Board of Trustees upon nomination by the Nominating and Governance Committee. Such successor's term shall run concurrently with the term of the Chair of the Board of Trustees and shall be treated as a full term for purposes of determining eligibility for re-election to that office.
4. Upon the President's recommendation, the Board of Trustees appoints the Treasurer, Assistant Treasurer and Assistant Secretary/Clerk from among the full-time employees of the University. The Assistant Secretary/Clerk shall be a resident of the Commonwealth of Massachusetts.

Article IV: Powers of Trustees

Section A: The Board of Trustees

1. The Board of Trustees is the governing body of the Corporation, and has full power to determine all questions relating to the management of the Corporation and to control and fix its corporate and educational policies. Without limiting the foregoing, the Board of Trustees has power, in behalf of the Corporation, to acquire property, and to enter into contracts and to fix the terms of any such acquisition or disposition of property and of any such contracts, to borrow money or otherwise incur indebtedness and issue negotiable or other obligations of the Corporation and to secure the same by mortgage, pledge, or other lien, or otherwise upon any part of the property or assets of the Corporation.
2. **Executive Committee**
    a. **Membership** The Executive Committee shall include the Chair of the Board of Trustees, who shall serve as Chair of the Executive Committee; the Vice Chairs of the Board of Trustees, who shall serve as Vice Chairs of the Executive Committee; the President of the University; and the Chairs of the Standing Committees as set forth in Article IV, Section A.3.c. below. There may also be up to two at-large members of the Executive Committee elected for a term of one year each from among the voting Trustees by the Board of Trustees upon recommendation of the Nominating and Governance Committee.
    b. **Powers and Duties**
        1. The Executive Committee shall serve as a resource to the President for consultation and advice, and, subject to the limitations set forth in sub-paragraphs (2), (3) and (4) below, in the intervals between meetings of the Board of Trustees, is authorized to exercise the powers of the Board of Trustees. In the exercise of such powers, the Executive Committee shall take action on issues or matters of importance when a majority of the Committee determines that there is a reason to so act.
        2. The following powers are reserved to the Board alone and may not be delegated to the Executive Committee:
            i. to authorize amendment of the Charter;

ii. to authorize a merger or consolidation of the Corporation;
iii. to authorize dissolution of the Corporation; and
iv. to initiate a bankruptcy proceeding

3. Unless specifically authorized by the Board of Trustees, the Executive Committee may not:

i. elect or remove trustees; or elect or remove the President or the Provost; or grant tenure to or remove a tenured member of the faculty; or appoint or remove any member of the staff or non- tenured member of the faculty.
ii. amend the Bylaws of the University; authorize the opening or closing of any school or academic department of the University; or award degrees.
iii. adopt or amend annual operating or capital budgets; authorize any unbudgeted facility, project, debt, or buy or sell property beyond Board-approved guidelines; or set tuition or fees,
iv. set the compensation of the President.

4. The Board of Trustees may reverse or modify any vote of the Executive Committee, but no such reversal or modification shall nullify or impair any payment, purchase, sale, contract, or definitive commitment made under the authority of the Executive Committee.

c. Meetings

1. The Executive Committee shall meet at the call of the Chair of the Board or upon vote of the Executive Committee or whenever not fewer than three members of the Executive Committee so request in writing.
2. A majority of the members of the Executive Committee, including the Chair or one Vice Chair of the Board, shall constitute a quorum. Actions of the Executive Committee shall be by majority vote of the Committee. Members may participate by telephone conference only at the discretion of the Chair. Notice of meetings may be sent by facsimile or electronic mail. Summary minutes of the meetings shall be distributed to the Board of Trustees reasonably promptly following the meeting of the Executive Committee.

3. Other Committees

a. The Board of Trustees may establish such Committees, in addition to the Executive Committee, as it deems proper and advisable, may assign their duties and responsibilities (except that no such assignment shall, in the absence of approval of the Board, grant any Committee power to take any action reserved in the Charter or Bylaws to the Board), and subject to the terms of the corporate Charter and these Bylaws, may delegate authority to Committees and their Chairs and Vice Chairs. Authority granted to standing and ad hoc committees to act on behalf of the Board of Trustees shall be confirmed annually. The Chair of the Board of Trustees shall appoint Committee members, Chairs and Vice Chairs of such Committees, with Chair appointments subject to the approval of the Nominating and Governance Committee. Committee Chairs and Vice Chairs must be voting Trustees, unless otherwise specifically authorized by the Executive Committee.
b. Committee Chairs and Vice Chairs shall normally be appointed for a one year term, but no Chair or Vice Chair shall serve more than a total of three consecutive years in the

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same position, and may be removed by the Chair of the Board, but only after consultation with the Nominating and Governance Committee and the President.

c. In addition to the Executive Committee, the Standing Committees of the Board of Trustees shall include but not be limited to:
    1. Academy
    2. Diversity, Equity, and Inclusion
    3. Institutional Advancement
    4. Investment
    5. Nominating and Governance
    6. Resources
    7. Risk Management and Audit
    8. Student Life
d. With the prior approval of the Chair of the Board of Trustees, each Standing Committee may establish subcommittees.
e. The Chair of the Board of Trustees shall have the authority to establish ad hoc Committees and to appoint Committee members, Chairs and Vice Chairs of such Committees. Committee Chairs and Vice Chairs must be voting Trustees, unless otherwise specifically authorized by the Executive Committee. Members of Committees may be Trustees or non-Trustees, but only Trustees may vote on Committee matters.
f. Each Committee member shall be familiar with and comply with the University's Conflict of Interest Policy for Trustees, Officers and Committee Members.
g. The Standing Committees shall have the authority as stated in their mandates, which shall be annually approved by the Board of Trustees.

Section B: Voting

1. There shall be no proxy voting.
2. All actions of the Board of Trustees, including regular resolutions, elections and appointments, shall be by majority vote of those present at a duly called meeting where a quorum is present, except for the following:
    a. an affirmative vote of three-quarters of the voting Trustees in attendance at a regularly scheduled meeting of the Board of Trustees shall be required to elect a Trustee or an Officer of the Board,
    b. a two-thirds (2/3) affirmative vote of the Trustees eligible to vote, shall be necessary:
        i. to establish, suspend or discontinue the operation of any school or academic department of the University;
        ii. to remove from office a Trustee or Officer of the Board of Trustees for cause deemed sufficient by those voting for such removal.
3. In the absence of a duly called meeting of the Board of Trustees, votes of the Board of Trustees may be taken by electronic mail or facimile. An action is deemed approved by electronic vote if approved in the affirmative by a majority of Trustees eligible to vote, unless a greater number of votes is required by a specific provision of the Bylaws, in which case the requirements of that provision shall prevail.

Section C: Quorum

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A majority of the total number of members of the Board of Trustees eligible to vote shall be necessary to constitute a quorum at any regular or special meeting of the Board of Trustees. Trustees may participate in a meeting of the Board of Trustees by telephone, video or web conference at the discretion of the Chair.

Article V: Duties of Officers

Section A: The Chair

The Chair of the Board of Trustees shall have the powers and perform the duties customarily belonging to such office. The Chair shall serve as a resource to the President for consultation and advice. The Chair shall preside at all meetings of the Board of Trustees and is responsible for the preparation of the agenda of meetings of the Board of Trustees, and the appointment of the Chair, Vice Chairs and all members of Standing Committees of the Board of Trustees, with Chair appointments subject to the approval of the Nominating and Governance Committee. The Chair of the Board serves as Chair of the Executive Committee of the Board of Trustees.

Section B: The Vice Chairs

In the event of the absence or incapacity of the Chair of the Board of Trustees, his or her duties shall be performed by a Vice Chair designated by the Chair or, if the Chair is unable to designate a Vice Chair, elected by the Board as Chair pro tempore.

Section C: The Treasurer

The Treasurer shall keep, or cause to be kept, full and accurate accounts of all receipts and disbursements of funds and complete records of all other property of the Corporation. He or she shall, in the name of the Corporation, issue, or cause to be issued, receipts for funds or other property, deposit and disburse funds, and see to the custody of all other property as the Board of Trustees shall direct. He or she shall make, or cause to be made, reports to the Board of Trustees and to others as required with respect to the financial condition of the Corporation in such form and at such intervals as the Board of Trustees shall direct; and he or she shall perform, or cause to be performed, all duties that are incident to the office of the Treasurer, subject at all times to the authority and control of the Board of Trustees. The Assistant Treasurer shall aid the Treasurer in the performance of his or her duties, and shall perform such other tasks incident thereto as the Board of Trustees may direct.

Section D: The Secretary

The Secretary shall arrange, or cause to arrange, for proceedings of the Board of Trustees to be properly recorded and stored. The Secretary shall be responsible for securing the seal of the Corporation and fulfilling such other obligations as are established by corporate law in the Commonwealth of Massachusetts. The Assistant Secretary/Clerk shall aid the Secretary in the performance of his or her duties, and shall perform such other tasks incident thereto as the Board of Trustees may direct.

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Article VI: Meetings of Trustees

Section A: Annual Meeting and Other Meetings

The Annual Meeting of the Board of Trustees shall be held each year at the University, in Waltham, Massachusetts. The Chair of the Board or the Assistant Secretary of the Corporation shall designate the meeting as the "Annual Meeting" in the call of such meeting and in all related matters. Other regular meetings shall be held on such dates and in such locations as determined by the Chair.

Special meetings shall be called by the Assistant Secretary at the request of the Chair or upon the written request to the Chair or Assistant Secretary of not fewer than ten (10) of the Trustees. The Assistant Secretary shall send notice of all regular meetings at least ten (10) days in advance. The Assistant Secretary shall send notice of all special meetings at least twenty-four (24) hours in advance, by telefax and/or electronic mail. In exigent circumstances, a special meeting may be called with a notice period of fewer than twenty-four (24) hours.

In this context, exigency shall be determined in the sole discretion of the Chair and the President. If the President is absent or incapacitated, the Chair shall consult with one or more of the Vice Chairs. Any Trustee may waive notice of any meeting, and the attendance of a Trustee at any meeting shall constitute a waiver of notice by him or her of such meeting. As provided in Article IV, Section C, Trustees may participate in regular or special meetings of the Board of Trustees, by telephone, video or web conference at the discretion of the Chair.

Section B:

Notice and a copy of the agenda of a meeting of the Board of Trustees shall be sent by mail, fax or electronically to all Trustees. The Chair shall prepare the agenda. A matter that has not been set forth on the agenda shall be voted upon only with the consent of two-thirds (2/3) of the Trustees present at the meeting. Such consent shall be considered to have been given, and any objection waived, if two-thirds (2/3) or more of the Trustees at such meeting vote on such matter.

Section C:

The Board of Trustees may hold any regular or special meeting, or any part thereof, in executive session with participation limited to voting Trustees with such exceptions as the Board of Trustees may provide. Any Committee of the Board of Trustees, with the approval of the Chair of the Board, may hold any regular or special meeting, or any part thereof, in executive session, with participation limited to voting members of the Board and such other individuals as may be designated by the Chair of the Committee with the concurrence of the Chair of the Board.

Article VII: Conflict of Interest

1. Each trustee shall be familiar with and comply with the University's Conflict of Interest Policy for Trustees, Officers and Committee Members, as it shall be approved and amended by the Board of Trustees from time to time.

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2. Subject to the terms and conditions of such policy, a Trustee may be a party to, or may be financially or otherwise interested in, a matter affecting the University, whether directly or indirectly, provided that such interest shall have been disclosed and approved in accordance with such policy prior to any action taken with respect thereto by the Board of Trustees.
3. Subject to the terms and conditions of such policy, in any matter in which a Trustee has been or may be determined to have a conflict of interest:
    a. Such Trustee shall not be counted in determining a quorum for a meeting of the Board of Trustees;
    b. Such Trustee shall abstain from participating in the matter and shall absent himself or herself from that part of the meeting during which such matter is under consideration, except that he or she may be invited by the Board of Trustees to make a statement to it or answer questions;
    c. Such Trustee shall not vote on the matter; and
    d. Such Trustee shall not use his or her personal influence in any manner with respect to such matter.

Annual confidentiality and conflict of interest statements shall be submitted by each Trustee and reviewed by the Executive Committee, pursuant to such policy and its procedures.

Article VIII: The Board of Fellows of Brandeis University

The Board of Trustees may elect distinguished individuals as members of the Board of Fellows of Brandeis University for the purpose of fostering and advancing the welfare of the University. The President shall propose candidates to the Nominating and Governance Committee of the Board of Trustees, which shall present nominees for election of the Board of Trustees upon recommendation of the President of the University and the Nominating and Governance Committee.

The Chair of the Board of Fellows shall be nominated from the roster of Fellows or Trustees and shall be elected by the Board of Trustees for a three-year term and may be reelected for one consecutive three-year term. The Chair of the Board of Fellows, in consultation with the Chair of the Board of Trustees, may call meetings of the Fellows at designated times and places.

Members of the Board of Fellows shall retain their status as Life Members of the Board of Fellows of Brandeis University unless special circumstances warrant removal.

Article IX: Faculty and Officers of Administration

Section A: The President

The Board of Trustees appoints the President of the University. The President, by virtue of office, is a voting member and attends all meetings of the Board of Trustees, except during an evaluation of his or her performance, following which the President shall have the opportunity of addressing any issues raised before the Board. The President also serves ex officio, in a voting

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capacity, on all committees of the Board of Trustees, except the Audit and Risk Management Committee.

Section B:

1. The President of the University is the Chief Executive Officer of the University, charged with the responsibility for all academic, administrative, financial, and other activities and with the execution of all policies established by the Board of Trustees. The President shall be a member of each faculty.
2. The Provost, those Vice Presidents reporting directly to the President, the General Counsel, and members of the Faculty within the tenure structure are appointed or promoted by the Board of Trustees upon the recommendation of the President of the University.
3. The President may delegate to academic and administrative officers such matters as he or she may deem appropriate.

Section C:

1. The President of the University, or the Provost and Senior Vice President for Academic Affairs, or the Executive Vice President for Finance and Administration, or the Chief Financial Officer and Treasurer, are authorized to sign, seal and execute on behalf of the University, the following documents: acceptances of gifts; pledges of money or securities or of real or personal property; discharges of mortgages; releases, receipts and indemnity agreements; contracts and agreements pertaining to all forms of benefaction, including without limitation life income trusts, chairs, endowments, and designated physical facilities; documents related to the investment of assets; agreements relating to employment; and any and all instruments that are involved in the regular course of the University's operations, including the implementation of cash management through the execution of loans for seasonal borrowing, to open custodial accounts, and to execute applications in connection with federal and state loan authorities.
2. Further, the said officers are authorized to sign, seal and execute on behalf of the University, any document to purchase or sell real estate, goods, equipment, facilities and services, including the financing thereof through lease arrangements, in an amount not to exceed $1.0 million per transaction, unless such transaction has been duly authorized by the Board of Trustees.
3. The President of the University alone may delegate his or her powers concerning the signing and execution of documents and instruments to other designated senior officials of the University, but only under explicit and limited circumstances.

Article X: Faculty and Student Representatives to the Board of Trustees

1. The Chair of the Faculty Senate and four faculty representatives to the Board of Trustees elected through a process organized by the Faculty Senate (collectively, the "faculty representatives"), shall serve as representatives to the Board of Trustees through participation in Board committees, as set forth below. Faculty representatives are not Trustees and do not vote on matters before the Board of Trustees or its Committees.

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Faculty representatives participate on the Board of Trustees' committees in order to help inform their members about issues, but not to make decisions. Faculty representatives will be assigned to Committees as determined by the Chair of the Board of Trustees.

2. The Board of Trustees may authorize the election of students to serve as representatives to the Board of Trustees through participation in Board committees under such terms and procedures as it deems appropriate. Such representatives are not Trustees and do not vote on matters before the Board of Trustees or its Committees.
3. Except as provided in Article VI, Section C, student representatives attend meetings of the following committees: Academy, Student Life, and Diversity, Equity, and Inclusion, as assigned by the Chair of the Board; and faculty representatives attend meetings of the following committees: Academy, Institutional Advancement, Resources, Student Life, and Diversity, Equity, and Inclusion, as assigned by the Chair of the Board. The faculty representative to the Resources Committee shall serve as a member of the Faculty Committee on Planning and Strategy; and the faculty representative to the Diversity, Equity, and Inclusion Committee shall serve as member of the Faculty Committee on Diversity, Equity, Inclusion, and Social Justice. Faculty and student representatives receive minutes, agendas, and other documents, may recommend items to be placed on committees agendas, and speak on matters before those Committees to which the Chair of the Board has assigned them.
4. The Chair and Vice Chairs of the Board of Trustees, together with the Chairs of the Academy and Resources Committees, shall meet with the faculty representatives during regular meetings of the Board to discuss matters of concern to the faculty. The Chair of Student Life Committee and a Vice Chair of the Board of Trustees shall meet with the student representatives during regular meeting of the Board to discuss matters of concern to the students.
5. Faculty and student representatives may be invited by the Chair to non-executive session meetings of the Board from time to time.

Article XI: Indemnification

1. Each Trustee, all Officers of the Corporation, all members of Board Committees, the President, the Provost, all Deans and Vice Presidents of the University, including all past incumbents of these several positions, shall be indemnified by it against all expenses actually and necessarily incurred by such individuals in connection with the defense of any action, suit, or proceeding to which he or she has been made a party by reason of his or her being or having been in such role, except in relation to matters as to which such individual(s) shall be adjudicated in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty.
2. The Board of Trustees may, in its discretion, authorize from time to time the indemnification of any person not otherwise entitled to indemnification hereunder, who is an employee or other agent of the Corporation or who serves at the request of the Corporation as an employee or other agent of an organization in which the Corporation has an interest, but only to the extent permitted from time to time by law.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2023

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
Arthur J. Gallagher Risk Management Services, LLC
470 Atlantic Avenue
Boston MA 02210

License#: BR-724491
BRANUNI-02

CONTACT NAME: Diane Gould
PHONE (A/C, No, Ext): 617-531-7744
FAX (A/C, No): 617-531-7777
E-MAIL ADDRESS: Diane_Gould@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Educators Ins, a Reciprocal Risk Retention	10020
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brandeis University
415 South Street
Waltham MA 02453

COVERAGES

CERTIFICATE NUMBER: 1390158795

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	X COMMERCIAL GENERAL LIABILITY			G61-61H	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCX 0066812 01	7/1/2022	7/1/2023	PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Readiness Study for Certified Community Behavioral Health Clinics

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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
Patrick J. Veale

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Mission Statement

Brandeis University is a community of scholars and students united by their commitment to the pursuit of knowledge and its transmission from generation to generation. As a research university, Brandeis is dedicated to the advancement of the humanities, arts and social, natural and physical sciences. As a liberal arts college, Brandeis affirms the importance of a broad and critical education in enriching the lives of students and preparing them for full participation in a changing society, capable of promoting their own welfare, yet remaining deeply concerned about the welfare of others.

In a world of challenging social and technological transformations, Brandeis remains a center of open inquiry and teaching, cherishing its independence from any doctrine or government. It strives to reflect the heterogeneity of the United States and of the world community whose ideas and concerns it shares. In the belief that the most important learning derives from the personal encounter and joint work of teacher and students, Brandeis encourages undergraduates and postgraduates to participate with distinguished faculty in research, scholarship and artistic activities.

Brandeis was founded in 1948 as a nonsectarian university under the sponsorship of the American Jewish community to embody its highest ethical and cultural values and to express its gratitude to the United States through the traditional Jewish commitment to education. By being a nonsectarian university that welcomes students, teachers and staff of every nationality, religion and orientation, Brandeis renews the American heritage of cultural diversity, equal access to opportunity and freedom of expression.

The university that carries the name of the justice who stood for the rights of individuals must be distinguished by academic excellence, by truth pursued wherever it may lead and by awareness of the power and responsibilities that come with knowledge.

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BRANDEIS UNIVERSITY

Financial Statements

June 30, 2022
(with summarized comparative information for June 30, 2021)

(With Independent Auditors' Report Thereon)

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RSM

RSM US LLP

Independent Auditor's Report

Board of Trustees
Brandeis University

Opinion
We have audited the financial statements of Brandeis University (the University), which comprise the balance sheets as of June 30, 2022 and 2021, the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the University as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

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

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

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

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In performing an audit in accordance with GAAS, we:

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

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

RSM US LLP

Boston, Massachusetts
October 31, 2022

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BRANDEIS UNIVERSITY

Balance Sheet

June 30, 2022
(with comparative information as of June 30, 2021)

(In thousands of dollars)

Assets	**2022**	**2021**
Cash and cash equivalents	$ 55,236	$ 40,854
Accounts receivable, net	25,004	21,071
Notes receivable, net	4,728	6,233
Contributions receivable, net	18,526	7,679
Long-term investments	1,228,761	1,314,834
Funds held by bond trustee, restricted	1,672	16,832
Funds held in trust by others and other assets	34,038	39,025
Lease right-of-use assets, net	7,896	6,674
Property, plant and equipment, net	351,861	358,453
Total assets	$ 1,727,722	$ 1,811,655
Liabilities and Net Assets		
Liabilities:		
Accounts payable and accrued liabilities	$ 36,867	$ 39,539
Sponsored program advances	13,044	8,600
Student deposits and deferred revenue	9,593	7,391
Lease obligations	9,330	7,979
Other long-term liabilities	17,353	19,988
Long-term debt, net	268,698	280,802
Total liabilities	354,885	364,299
Net assets:		
Without donor restrictions	190,662	205,659
With donor restrictions	1,182,175	1,241,697
Total net assets	1,372,837	1,447,356
Total liabilities and net assets	$ 1,727,722	$ 1,811,655

See accompanying notes to financial statements.

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BRANDEIS UNIVERSITY

Statement of Activities

Year ended June 30, 2022
(with summarized comparative information for the year ended June 30, 2021)

(In thousands of dollars)

	Net assets without donor restrictions	Net assets with donor restrictions	2022	2021
Operating revenues and other support:				
Tuition and fees (net of financial aid)	$ 174,692	$ -	$ 174,692	$ 156,571
Residence hall, and dining	46,341	-	46,341	30,189
Net tuition and fees, residence hall, and dining	221,033	-	221,033	186,760
Net assets utilized in operations	28,048	-	28,048	27,287
Sponsored programs – direct	54,309	-	54,309	51,813
Sponsored programs – indirect	14,767	-	14,767	14,573
Other investment income	623	-	623	338
Investment income from funds held in trust by others	348	-	348	330
Endowment return utilized	59,313	-	59,313	61,774
Other auxiliary enterprises	421	-	421	142
Other sources	9,198	-	9,198	7,964
Total operating revenues and other support	388,060	-	388,060	350,981
Operating expenses:				
Compensation	190,803	-	190,803	185,069
Employee benefits	47,741	-	47,741	32,083
Utilities and general repairs	20,504	-	20,504	17,497
Depreciation	29,392	-	29,392	29,023
Interest	9,582	-	9,582	10,412
Supplies, services, and other	87,335	-	87,335	71,277
Total operating expenses	385,357	-	385,357	345,361
Change in net assets from operating activities	2,703	-	2,703	5,620
Nonoperating activities:				
Net investment return	(5,615)	(41,732)	(47,347)	280,686
Endowment return utilized in operations	(7,853)	(51,460)	(59,313)	(61,774)
Net assets utilized in operations	(9,492)	(18,556)	(28,048)	(27,287)
Net assets released for capital purposes	237	(237)	-	-
Contributions	9,976	51,867	61,843	27,154
Other changes	(4,953)	596	(4,357)	(7,282)
Change in net assets from nonoperating activities	(17,700)	(59,522)	(77,222)	211,497
Change in net assets	(14,997)	(59,522)	(74,519)	217,117
Net assets at beginning of year	205,659	1,241,697	1,447,356	1,230,239
Net assets at end of year	$ 190,662	$ 1,182,175	$ 1,372,837	$ 1,447,356

See accompanying notes to financial statements.

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BRANDEIS UNIVERSITY

Statement of Cash Flows

Year ended June 30, 2022
(with comparative information for the year ended June 30, 2021)

(In thousands of dollars)

	2022	2021
Cash flows from operating activities:		
Change in net assets	$ (74,519)	$ 217,117
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization, net	27,982	27,613
Donations of securities	(5,058)	(2,519)
Proceeds from sale of donated securities	1,938	1,734
Net realized and unrealized investment loss (gain)	45,354	(281,937)
Net change from funds held in trust by others	2,182	(2,014)
Loss on disposal of fixed assets	2	84
Contributions restricted for long-term investment	(22,800)	(6,460)
Change in operating assets, net	(13,197)	(6,746)
Change in operating liabilities, net	2,291	2,821
Net cash used in operating activities	(35,825)	(50,307)
Cash flows from investing activities:		
Acquisition and construction of property, plant and equipment	(22,020)	(26,251)
Purchases of investments	(220,203)	(255,599)
Proceeds from sales and maturities of investments	259,668	354,662
Notes receivable issued	(75)	(89)
Notes receivable repaid	1,580	1,451
Net cash provided by investing activities	18,950	74,174
Cash flows from financing activities:		
Principal payments on bonds, notes and leases	(11,077)	(10,382)
Cost of issuance of bonds and notes	-	(22)
Payments on line of credit	-	(35,000)
Change in funds held by bond trustee	15,160	13,199
Proceeds from sale of donated securities restricted for long-term purposes	4,374	3,273
Contributions restricted for long-term investment	22,800	6,460
Net cash provided by (used in) financing activities	31,257	(22,472)
Change in cash and cash equivalents	14,382	1,395
Cash and cash equivalents, beginning of year	40,854	39,459
Cash and cash equivalents, end of year	$ 55,236	$ 40,854
Supplemental data:		
Interest paid	$ 11,087	$ 11,731
Decrease in accrued liabilities attributable to property, plant, and equipment	782	510

See accompanying notes to financial statements.

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(1) Organization

Brandeis University (the University) is a private, not-for-profit, nonsectarian, co-educational institution of higher education with approximately 5,300 full-time equivalent undergraduate and graduate students. Established in 1948, the University offers educational programs for undergraduates in liberal arts and sciences, and graduate education and training in the arts and sciences, business, social policy and management.

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation

The University's financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States (GAAP). The financial statements have been prepared to focus on the University as a whole and to present balances and transactions based on the existence or absence of donor-imposed restrictions, as follows:

Without donor restrictions: net assets not subject to donor stipulations restricting their use, but may be designated for specific purposes by the University or may be limited by contractual agreements with outside parties. Such net assets may be designated by the Board of Trustees (the Board) for specific purposes, including to function as endowment.

With donor restrictions: net assets subject to donor stipulations that restrict the purpose and usage or contain a time restriction, which may be perpetual. These net assets are released from restrictions when the specified time elapses or actions have been taken to meet the restrictions. As further described in note 14, the University is subject to the Massachusetts Uniform Prudent Management of Institutional Funds Act (UPMIFA), under which donor-restricted endowment funds may be appropriated for expenditure by the Board in accordance with the standard of prudence prescribed by UPMIFA. Net assets of such funds in excess of their historic dollar value are classified as donor restricted until appropriated by the Board and spent on their intended purpose. In addition, net assets with donor restrictions includes donor-restricted endowment funds with underwater valuation. Life income trusts and pledges receivable for which the ultimate use is restricted by the donor are also reported as net assets with donor restrictions.

For comparison purposes, the 2022 statement of activities has been presented with 2021 summarized comparative information in total but not by net asset class. This summarized 2021 information is not intended to and does not include sufficient detail to constitute a complete presentation of changes in net assets in conformity with GAAP. Accordingly, such information should be read in conjunction with the University's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

(b) Liquidity Information

In order to provide information about liquidity, assets have been sequenced in the balance sheet according to their nearness to conversion to cash, and liabilities have been sequenced according to the nearness of their maturity and resulting use of cash.

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(c) Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents, except those held as long-term investments, or funds held by bond trustee, consist of bank deposits, certificate of deposits, money market funds and investments with original maturities of three months or less at the date of purchase, and are carried at cost, which approximates fair value. The University maintains its cash in bank deposit accounts, which, at times may exceed federally insured limits. The University has not experienced losses in such accounts and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

(d) Fair Value

Investments and funds held in trust by others are reported at fair value in the University's financial statements. Fair value represents the price that would be received upon the sale of an asset or paid upon the transfer of a liability in an orderly transaction between market participants as of the measurement date. GAAP establishes a fair value hierarchy that prioritizes inputs used to measure fair value into three levels:

Level 1 – quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities;

Level 2 – observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and

Level 3 – unobservable inputs are used when little or no market data is available.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. In determining fair value, the University utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. Certain investments meeting defined criteria are reported at their net asset value (NAV), which is used as a practical expedient to estimate their fair values, and these investments are not categorized in the fair value hierarchy.

(e) Funds Held by Bond Trustee

Funds held by bond trustee represents bond proceeds that will be drawn down to fund various capital projects. Funds held by bond trustee is invested in the Massachusetts Development Finance Agency's (MDFA) Short Term Asset Reserve Fund (STAR).

(f) Funds Held in Trust by Others and Other Assets

Funds held in trust by others (FHITBO) are perpetual trusts held in perpetuity by external trustees, as specified by the donors, and are reported by the University at fair value based on the underlying assets held by the trust. These assets are considered to be Level 3 within the fair value hierarchy. Trust income is distributed at least annually to the University in accordance with the terms of the trusts and is recorded as investment income. Changes in the fair value of the trusts are recorded as increases or decreases to net assets with donor restrictions. The University had $9,683 and $11,865 of FHITBO as of June 30, 2022 and 2021, respectively. Other assets include prepayments, inventories, and deferral of qualifying cloud computing arrangement implementation costs.

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(g) Leasing

The University determines if an arrangement is a lease at inception. The University has both leases under which it is obligated as a lessee and leases for which it is a lessor. Finance leases are included in property, plant, and equipment, operating leases are included in right of use assets, and the related lease obligations in the balance sheet.

Lease right-of-use assets represent the University's right to use an underlying asset for the lease term. Lease obligations represent the University's liability to make lease payments arising from the lease. Operating and finance lease right-of-use assets and related obligations are recognized at commencement date based on the present value of lease payments over the lease term discounted using an appropriate incremental borrowing rate. The incremental borrowing rate is based on the information available at commencement date in determining the present value of lease payments. The value of an option to extend or terminate a lease is reflected to the extent it is reasonably certain management will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Interest expense is recognized as a component of the lease payment for finance leases.

Rental income arising from operating leases as a lessor is included in operating revenue in other sources in the statement of activities.

(h) Property, Plant, and Equipment

Property, plant, and equipment are stated at cost less accumulated depreciation. Depreciation is computed on a straight-line basis over the estimated useful lives of land improvements (18 years), buildings (60 years), building systems and improvements (18–50 years), equipment and furnishings (5–15 years), software (5 years), and leases (3–5 years).

Costs incurred in connection with construction projects are accumulated in construction in progress until complete and placed into service at which time the cost is transferred to the respective asset class and depreciation begins.

Expenses for the repair and maintenance of facilities are recognized during the period incurred. Betterments, which add to the value of the related assets or materially extend the lives of the assets, are capitalized.

(i) Other Long-Term Liabilities

Other long-term liabilities include liabilities associated with asset retirement obligations arising from regulatory requirements to perform certain asset retirement activities, primarily asbestos removal, at or prior to disposal of certain property. As of June 30, 2022 and 2021, the estimated liabilities were $6,011 and $5,640, respectively. In addition, the University carries a liability related to refundable advances received under the Federal Perkins Loan Program (the Program) as discussed in note 6. As of June 30, 2022 and 2021, those liabilities were $1,717 and $2,931, respectively.

Other long-term liabilities also include liabilities associated with gift annuities and charitable remainder trusts, as discussed in note 2(j).

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(j) Charitable Remainder Trusts

The University is the beneficiary of a number of gift annuities and charitable remainder trusts, which are included in long-term investments on the balance sheet. The University initially recognizes a contribution as well as an interest in the underlying investment from which a specified amount, or percentage, of the fair value of the trusts' assets is paid to the donor or named beneficiary each year. Actuarial methods are used to calculate that portion of the investment representing the present value of the liability to the donor and that portion representing the contribution. Net contribution revenue recognized under such agreements was $392 and $81 for the years ended June 30, 2022 and 2021, respectively.

The fair value of interests in gift annuities and charitable remainder trusts is based on quoted market prices of underlying investments, which amount to $21,730 and $26,067 for the years ended June 30, 2022 and 2021, respectively.

The fair value of the liability on gift annuities and charitable remainder trusts is based on present value techniques and assumptions including life expectancy and estimated rate of return. Liabilities to the donors are recorded at the present value of the estimated future payments to be distributed over the life of the donor or named beneficiary, which amount to $9,625 and $11,150 for the years ended June 30, 2022 and 2021, respectively. These liabilities are valued on a recurring basis and are considered to be Level 2 within the fair value hierarchy.

(k) Revenue Recognition

Revenues are reported as an increase in net assets without donor restrictions, unless they are limited by donor-imposed restrictions. Expirations of donor-restrictions are reflected in the statement of activities as net assets utilized in operations. Net realized gains (losses) from the sale or other disposition of investments and the change in unrealized appreciation (depreciation) of investments are reported as revenue without donor-restrictions, unless restricted by donor-imposed stipulations or law.

Revenue is recognized when or as the University satisfies performance obligations by rendering promised goods or services.

Tuition, student fees, residence hall and dining revenues are recorded as revenue when the related services are rendered during the academic year, which falls within the fiscal year. Payments are generally required to be received in advance of the academic term and are recorded as student deposits and deferred revenue. Tuition and student fees received for courses that cross fiscal years are prorated in accordance with the number of days of instruction. Other auxiliary enterprise revenues are recognized when the goods or services are provided.

(l) Contributions and Sponsored Programs

Contributions with and without donor restrictions are reported as increases to net assets. Contributions include unconditional promises (contributions receivable) that are reported at present value of expected cash flows, net of an allowance for uncollectable contributions receivable. Contributions of noncash assets are recorded at fair value on the date of the contribution.

Contributions without donor restrictions and contributions with donor restrictions for which time or purpose restrictions have been met are reclassified to operating activities as net assets utilized in

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operations, unless the purpose is capital in nature. For the years ended June 30, 2022 and 2021, net assets utilized in operations include $18,556 and $21,139 of net assets released from restrictions, respectively. Contributions for capital purposes are reported as nonoperating activities and released from restriction when the related asset is placed into service.

Grants and contracts awarded by federal and other sponsors, which generally are considered nonexchange transactions restricted by sponsors for certain purposes, are recognized as revenue when qualifying expenditures are incurred or other conditions under the agreements are met. The University has elected the simultaneous release policy available under Accounting Standards Update (ASU) 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*, which allows a not-for-profit organization to recognize a restricted contribution directly in net assets without donor restrictions if the restriction is met in the same period that the revenue is recognized.

Federal and other sponsored grants and contracts may be subject to fiscal funding clauses or annual appropriations. The University estimates that conditional awards outstanding as of June 30, 2022 and 2021 approximate the University's recent historical annual sponsored program activity.

(m) Allocation of Expenses

The statement of activities presents operating expenses by natural classification. Note 4 displays a matrix of operating expenses by both natural and functional categories. Depreciation, amortization, interest, and operation of plant expenses are allocated to functional expense categories on the basis of square feet utilized.

(n) Fundraising Expenses

Fundraising expense was $12,333 and $12,233 for the years ended June 30, 2022 and 2021, respectively, and is classified as institutional support in note 4.

(o) Income Taxes

The University is a not-for-profit organization as described in Section 501(c)(3) of the Internal Revenue Code, as amended (the Code), and is generally exempt from income taxes pursuant to Section 501(a) of the Code. The University is required to assess uncertain tax positions and has determined that there were no such positions that are material to the financial statements.

(p) Collections

Collections at Brandeis University are protected and preserved for public exhibition, education, research and the furtherance of public service. Collections are not capitalized and contributions of collections are not recognized as contribution revenue. Sales and purchases of collection items are reported as nonoperating revenue and expenses in the University's financial statements in the period in which the items are sold or acquired, respectively. The proceeds from the sale of collection items, if any, are used for the acquisition of new artwork.

(q) Nonoperating Activities

Nonoperating activities reflect all contributions, transactions of a long-term investment or capital in nature, investment return net of appropriations for current operational support in accordance with the

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University's endowment spending policy, collection of artwork, and other net asset changes resulting from transactions that do not arise from or currently affect operations, including one-time non-structural costs.

Other changes, net, in the non-operating section of statement of activities include non-structural COVID-19 costs, which may be reimbursed by the federal government.

(r) Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and the differences may be material.

(s) Related-Party Transactions

Members of the Board and senior management may, from time to time, be associated either directly or indirectly with companies doing business with the University. The University has a written conflict of interest policy that requires each individual to certify compliance with such policy on an annual basis as well as disclose any potential related-party transactions. When such a relationship exists, measures are taken to mitigate any actual or perceived conflict, including requiring that such transactions be conducted at arms' length, with terms that are fair and reasonable to and for the benefit of the University. As of June 30, 2022 and 2021, there were no material related party transactions identified. The University has $1,331 in unsecured related party pledge receivables as of June 30, 2022.

(t) Recently Adopted Accounting Pronouncements

In September 2020, the FASB issued ASU 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, which provides new presentation and disclosure requirements about contributed nonfinancial assets for not-for-profit entities, including additional disclosure requirements for recognized contributed services. This ASU will not change the recognition and measurement requirements for those assets. The University adopted this standard for the year ended June 30, 2022. The University did not receive any significant contributions of non-financial assets during the years ended June 30, 2022 and 2021 and there was no impact to the University's financial statements and disclosures.

(u) Subsequent Events

The University evaluates subsequent events for potential recognition or disclosure through October 31, 2022, the date in which the financial statements were issued.

(3) Tuition and Fees, Residence Hall and Dining Revenues

Revenue from tuition and fees, residence halls, and dining services is reflected net of reductions from institutional student aid and is recognized as the services are provided over the academic year, which generally aligns with the University's fiscal year. Such revenue is determined based on published rates for such services, less scholarships and financial aid awarded by the University to qualifying students. Aid in excess of a student's tuition and fees is reflected as a reduction of residence hall and dining charges. Generally, disbursements made directly to students for living or other costs are reported as an expense.

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As of June 30, such revenue at the published rates and financial aid is as follows:

	2022	2021
Tuition and fees	$ 289,720	$ 261,674
Less scholarships and financial aid	(115,028)	(105,103)
Tuition and fees, net	174,692	156,571
Residence hall and dining	46,341	30,189
Tuition and fees, residence hall and dining revenues	$ 221,033	$ 186,760

Revenues recognized in the year ended June 30, 2022 and 2021, that were included in student deposits and deferred revenue in prior years are $5,960 and $10,410, respectively.

(4) Analysis of Expenses

Expenses by functional and natural classification for the year ended June 30, 2022 consist of the following:

	Instruction	Sponsored Programs	Academic Support	Student Services	Auxiliary Enterprises	Institutional Support	Total
Compensation	$ 84,265	$ 27,452	$ 29,452	$ 15,895	$ 4,006	$ 29,733	$ 190,803
Employee benefits	23,122	5,983	7,792	3,786	1,010	6,048	47,741
Utilities and general repairs	4,127	2,767	1,878	2,958	6,324	2,450	20,504
Depreciation	6,009	4,074	2,651	4,249	9,018	3,391	29,392
Interest	1,959	1,328	864	1,385	2,940	1,106	9,582
Supplies, services, and other	14,601	21,090	14,850	7,720	20,330	8,744	87,335
Total	$ 134,083	$ 62,694	$ 57,487	$ 35,993	$ 43,628	$ 51,472	$ 385,357

Expenses by functional and natural classification for the year ended June 30, 2021 consist of the following:

	Instruction	Sponsored Programs	Academic Support	Student Services	Auxiliary Enterprises	Institutional Support	Total
Compensation	$ 83,036	$ 26,515	$ 27,723	$ 15,747	$ 3,835	$ 28,213	$ 185,069
Employee benefits	15,300	4,006	4,881	2,557	684	4,655	32,083
Utilities and general repairs	3,528	2,387	1,622	2,346	5,613	2,001	17,497
Depreciation	5,972	4,040	2,640	3,926	9,117	3,328	29,023
Interest	2,142	1,450	947	1,408	3,271	1,194	10,412
Supplies, services, and other	8,599	19,557	10,781	4,638	17,761	9,941	71,277
Total	$ 118,577	$ 57,955	$ 48,594	$ 30,622	$ 40,281	$ 49,332	$ 345,361

The University's primary programs are instruction and sponsored programs. Expenses reported as academic support, student services, and auxiliary enterprises are incurred in support of these primary program activities.

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(5) Accounts Receivable

The composition of accounts receivable as of June 30 is as follows:

	2022	2021
Student receivables	$ 2,759	$ 1,960
Sponsored program receivables	16,279	15,878
Other	6,958	4,667
	25,996	22,505
Less allowance for doubtful accounts	(992)	(1,434)
Accounts receivable, net	$ 25,004	$ 21,071

Accounts receivable balances are periodically reviewed to estimate an allowance for doubtful accounts. Management estimates the allowance based on a review of historical experience and specific characteristics associated with the individual receivables.

(6) Notes Receivable

The composition of notes receivable as of June 30 is as follows:

	2022	2021
Federal Perkins loan program	$ 1,619	$ 2,473
University student loan programs	7,031	7,710
	8,650	10,183
Less allowance for doubtful loans	(3,922)	(3,950)
Notes receivable, net	$ 4,728	$ 6,233

Notes receivable under the Program are funded by the U.S. government and University funds and are subject to significant restrictions. The Program has ended and a portion of the amounts are generally refundable to the U.S. government.

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(7) Contributions Receivable

The composition of contributions receivable as of June 30 is as follows:

	2022	2021
Amounts due in:		
Less than one year	$ 10,093	$ 3,524
Between one and five years	10,075	5,426
More than five years	400	245
Gross contributions receivable	20,568	9,195
Less:		
Allowance for unfulfilled contributions	(1,822)	(1,386)
Discount, at rates from 0.29% to 3.72%	(220)	(130)
Contributions receivable, net	$ 18,526	$ 7,679

Unconditional promises to give are periodically reviewed to estimate an allowance for doubtful collections. Management estimates the allowance based on a review of historical experience and a specific review of collection trends that differ from the plan on individual accounts. Adjustments to the allowance are charged to contribution revenues. An account is considered uncollectible when all collection efforts have been exhausted.

As of June 30, 2022, and 2021, over 75% of the University's gross contributions receivable was due from ten and fifteen donors, respectively.

(8) Long-Term Investments

The investment objective of the University is to invest its assets in a prudent manner to achieve a long-term rate of return sufficient to fund academic programs and university initiatives in accordance with the Board's approved spending policy. The University diversifies its investments among asset classes by incorporating several strategies and managers. Major investment decisions are authorized by the University's Trustee Investment Committee (Investment Committee) that oversees the University's investments.

In addition to equity and fixed income investments, the University may also hold shares or units in institutional funds and alternative investment funds involving hedged and private equity strategies. Hedged strategies involve funds whose managers have the authority to invest in various asset classes at their discretion, including the ability to invest long and short. Funds with hedged strategies generally hold securities or other financial instruments for which a ready market exists, and may include stocks, bonds and securities sold short and often require the estimation of fair values by the fund managers in the absence of readily determinable market values. Because of the inherent uncertainties of valuation, these estimated fair values may differ significantly from values that would have been used had a ready market existed, and the differences could be material. Such valuations are determined by fund managers and generally consider variables such as operating results, comparable earnings multiples, projected cash flows, recent sales prices, and other pertinent information, and may reflect discounts for the illiquid nature of certain investments held. Long-term investments also include assets associated with gift annuities and charitable remainder trusts.

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Investments are reported at estimated fair value. If an investment is held directly by the University and an active market with quoted prices exists, the market price of an identical security is used as the reported fair value. Reported fair values for shares in registered mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The University's interests in alternative investment funds are generally reported at NAV reported by fund managers, which are used as a practical expedient to estimate the fair value of the University's interests therein, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of June 30, 2022 and 2021, the University had no plans or intentions to sell investments at amounts different from NAV. Registered mutual funds are classified in Level 1 of the fair value hierarchy.

The University's long-term investments at June 30, 2022 are summarized in the following table by strategy and, as applicable, their fair value hierarchy classification:

	Investments measured at NAV / Other*	Investments classified in fair value hierarchy			Total
		Level 1	Level 2	Level 3	
Endowment investments:					
Global equity	$ 79,588	$ 221	$ -	$ -	$ 79,809
Non-U.S. equity	206,506	-	-	-	206,506
Private equity	295,022	-	-	-	295,022
Hedge fund/credit:			-		
Credit – private	305	-	-	-	305
Hedge funds – long/short	184,244	-	-	-	184,244
Hedge funds – multi strategy	174,600	-	-	-	174,600
Real assets – private	147,431	-	-	-	147,431
Cash and cash equivalents*	9,676	-	-	-	9,676
Treasuries and fixed income	-	107,575	-	-	107,575
Total endowment investments	1,097,372	107,796	-	-	1,205,168
Other investments:					
Cash and cash equivalents*	79	-	-	-	79
Mutual funds	-	23,514	-	-	23,514
Total other investments	79	23,514	-	-	23,593
Total long-term investments	$ 1,097,451	$ 131,310	$ -	$ -	$ 1,228,761

* Cash and cash equivalents are not fair value measurements and are included in the above table for reconciliation purposes.

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The University's long-term investments at June 30, 2021 are summarized in the following table by strategy and, as applicable, their fair value hierarchy classification:

	Investments measured at NAV / Other*	Investments classified in fair value hierarchy			Total
		Level 1	Level 2	Level 3	
Endowment investments:					
Global equity	$ 101,656	$ 31	$ -	$ -	$ 101,687
Non-U.S. equity	242,895	224	-	-	243,119
Private equity	293,468	-	-	-	293,468
Hedge fund/credit:			-		
Credit – private	610	-	-	-	610
Hedge funds – long/short	240,778	-	-	-	240,778
Hedge funds – multi strategy	206,613	-	-	-	206,613
Real assets – private	120,921	-	-	-	120,921
Cash and cash equivalents*	5,967	-	-	-	5,967
Receivable for investments sold*	18,890	-	-	-	18,890
Treasuries and fixed income	-	53,949	-	-	53,949
Total endowment investments	1,231,798	54,204	-	-	1,286,002
Other investments:					
Equities	-	1,063	-	-	1,063
Cash and cash equivalents*	81	-	-	-	81
Mutual funds	-	27,688	-	-	27,688
Total other investments	81	28,751	-	-	28,832
Total long-term investments	$ 1,231,879	$ 82,955	$ -	$ -	$ 1,314,834

* Cash and cash equivalents and Receivables for investments sold are not fair value measurements and are included in the above table for reconciliation purposes.

(a) Investment Liquidity

Hedge funds and global equity are redeemable at NAV under the terms of subscription agreements and/or partnership agreements. Investments with daily liquidity generally do not require any notice prior to withdrawal. Investments with monthly, quarterly or annual redemption frequency typically require notice periods ranging from 30 to 180 days. The following table presents the University's long-term investments by their availability for the next 12 months following June 30:

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	June 30, 2022					
	Daily	Monthly	Quarterly	Annual	Illiquid	Total
Cash equivalents	$ 9,755	$ -	$ -	$ -	$ -	$ 9,755
Treasuries, fixed income and mutual funds	130,054	-	-	-	1,035	131,089
Equities	221	33,048	20,519	82,103	445,446	581,337
Hedge funds	-	-	43,038	142,831	173,280	359,149
Real assets	-	-	-	-	147,431	147,431
Total	$ 140,030	$ 33,048	$ 63,557	$ 224,934	$ 767,192	$ 1,228,761

	June 30, 2021					
	Daily	Monthly	Quarterly	Annual	Illiquid	Total
Cash equivalents	$ 6,048	$ -	$ -	$ -	$ -	$ 6,048
Receivable for investments sold	-	13,663	5,227	-	-	18,890
Treasuries, fixed income and mutual funds	80,511	-	-	-	1,126	81,637
Equities	1,318	42,960	23,334	62,146	509,579	639,337
Hedge funds	-	-	112,162	154,716	181,123	448,001
Real assets	-	-	-	-	120,921	120,921
Total	$87,877	$56,623	$ 140,723	$ 216,862	$ 812,749	$ 1,314,834

Investments categorized as illiquid include lock-ups with definite expiration dates, restricted shares, side pockets, or private equity and real asset funds where the University has no liquidity.

The University has certain investments with a fair value of $68,476 at June 30, 2022 that have restricted redemptions for lock-up periods. Some of the investments with redemption restrictions allow earlier redemption for specified fees. The expiration of redemption lock-up period amounts are summarized in the table below:

Fiscal year	Amount
2023	$ 44,081
2024	16,812
2025	6,387
2026	598
2027	598
Total	$ 68,476

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(b) Commitments

Private credit, private equity, and real asset investments are generally made through limited partnerships. Under the terms of these agreements, the University is obligated to remit additional funding periodically as capital is called by the manager. These partnerships have a limited existence, generally between ten and fifteen years, and provide for annual one-year extensions after the initial contract period for the purpose of systematically liquidating portfolio positions and returning capital to the investors. However, depending on market conditions, the inability to execute the fund's strategy, and other factors, a manager may extend or reduce the term of a fund from that which was originally anticipated. As a result, the timing and amount of future capital calls expected to be exercised in any particular future year is uncertain. The aggregate amount of unfunded commitments associated with global equities, real assets, and private equity investments as of June 30, 2022 was $8,484, $99,909, and $153,426 respectively.

(c) Derivatives

The endowment employs certain derivative financial instruments to replicate asset positions more cost effectively than through purchases or sales of the underlying assets.

As a result of entering into investment derivative agreements, the University is subject to market volatility consistent with the underlying asset classes. The University has established policies, procedures, and internal controls governing the use of derivatives.

The purchase and sale of exchange-traded derivatives require collateral deposits with the Futures Commission Merchant (FCM). Collateral is posted and moved on a daily basis as required by the rules of the exchange on which the derivatives are traded. In the event of the FCM's insolvency, recovery may be limited to the University's pro-rata share of segregated customer funds available. It is possible that the recovery amount could be less than the total cash or other collateral posted. The collateral is generally in the form of debt obligations issued by the U.S. Treasury or cash. Cash collateral and certain securities owned by the University were held at counterparty brokers to collateralize these positions and are included in long-term investments on the balance sheet. As of June 30, 2022 and 2021, the aggregate notional exposure on long-term assets was ($76,927) and ($53,179), respectively. The associated unrealized loss on these assets was ($726) and ($740), respectively, as of June 30, 2022 and 2021. The notional amount of these derivatives is not recorded on the University's financial statements.

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(9) Property, Plant and Equipment

The composition of property, plant, and equipment as of June 30 is as follows:

	2022	2021
Land and land improvements	$ 49,400	$ 47,904
Buildings	210,225	210,225
Building systems and improvements	452,293	432,026
Equipment, furnishings, and software	154,219	148,405
Leased vehicles and other equipment	3,068	2,340
	869,205	840,900
Less accumulated depreciation	(540,058)	(512,694)
Construction in progress	22,714	30,247
Property, plant and equipment, net	$ 351,861	$ 358,453

Depreciation expense amounted to $29,392 in 2022 and $29,023 in 2021. Operation and maintenance expenses amounted to $25,566 in 2022 and $22,231 in 2021.

(10) Financial Assets and Liquidity Resources

As of June 30, financial assets and other liquidity resources available within one year for general expenditures as defined by the University and representing operating expenses, scheduled principal payments on debt, and capital construction costs, were as follows:

	2022	2021
Financial assets:		
Cash and cash equivalents	$ 55,236	$ 40,854
Accounts receivable, net, due within one year	25,004	21,071
Notes receivable, net, due within one year	703	771
Scheduled pledge payments, net, available for operations	1,530	1,899
Funds held by bond trustee	1,672	16,832
Subsequent year's Board-approved endowment draw	66,170	63,492
Total financial assets available within one year	$ 150,315	$ 144,919

The University's working capital and cash flows have seasonal variations during the year attributable to tuition billing and a concentration of contributions received at calendar and fiscal year ends. To manage liquidity, the University has other liquidity resources including $70,000 in bank lines of credit as described in note 12. In addition, the quasi endowment of $107,917 can be made available for general expenditures with approval from the Board, subject to investment liquidity provisions.

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(11) Long-Term Debt

Long term outstanding as of June 30 consists of the following:

	2022	2021
MDFA Revenue Bonds, Brandeis University Issue 2018 Series S-1, at interest rate of 5.00% maturing in annual installments from October 1, 2020 through October 1, 2040	$ 102,820	$ 109,800
MDFA Revenue Bonds, Brandeis University Issue 2018 Series S-2, at interest rate of 5.00% maturing in annual installments from October 1, 2029 through October 1, 2034	36,905	36,905
MDFA Revenue Bonds, Brandeis University Issue 2018 Series R, at interest rate of 5.00% maturing in annual installments from October 1, 2019 through October 1, 2039	32,360	33,455
MDFA Revenue Bonds, Brandeis University Issue, 2017 Series Q, at interest rate of 2.58% maturing in annual installments from October 1, 2017 through April 1, 2032, at which time a balloon payment of $13,200 will be due.	18,250	18,650
TD Bank note at interest rate of 3.68% maturing in annual installments from October 1, 2017 through June 1, 2032, at which time a balloon payment of $19,125 will be due.	27,000	27,650
MDFA Revenue Bonds, Brandeis University Issue 2013 Series P-2, at interest rates of 2.35%, maturing in annual installments from October 1, 2013 through July 1, 2033	15,315	16,350
MDFA Revenue Bonds, Brandeis University Issue 2013 Series P-1, at interest rates of 2.72%, maturing in annual installments from October 1, 2017 through April 1, 2043	13,110	13,645
Total	245,760	256,455
Unamortized premium, net	24,610	26,129
Unamortized issuance costs	(1,672)	(1,782)
Long-term debt, net	$ 268,698	$ 280,802

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The University's principal payment obligations as of June 30, 2022 are as follows:

Fiscal Year	Amount
2023	$ 11,124
2024	11,656
2025	12,050
2026	12,619
2027	13,213
Thereafter	185,098
	$ 245,760

Interest expense for the years ended June 30, 2022 and 2021 was $9,417 and $10,094, respectively. There were no capitalized interest costs in 2022 and 2021.

Bond indentures require the maintenance of certain financial covenants which, among other restrictions, require the University to maintain an annual debt service coverage ratio of not less than 1.2 to 1.0 and a liquidity ratio of not less than 50%.

(12) Line of Credit

The University has a $35,000 line of credit with JPMorgan Chase Bank, N.A. at an interest rate of Adjusted Term Secured Overnight Financing Rate (SOFR) plus 50 basis points. The Adjusted Term SOFR is equal to the Term SOFR plus 10 basis points. This agreement expires on March 16, 2023. The University also maintains a $35,000 line of credit with Eastern Bank at an interest rate of LIBOR plus 95 basis points. This agreement expires on May 1, 2025. As of June 30, 2022 and 2021, there were no borrowings against either line of credit.

(13) Net Assets with Donor Restrictions

Net assets with donor restrictions by major category is as follows as of June 30:

Detail of net assets	2022	2021
Restricted contributions	$ 33,363	$ 33,885
Contributions receivable, net	18,526	7,679
Endowment	1,091,275	1,161,585
Student loans	2,709	2,633
Life income and annuity funds	12,873	15,627
Funds held in trust by others	9,683	11,865
Physical plant and other	978	742
Unexpended endowment income	12,768	7,681
Total net assets with donor-imposed restrictions	$ 1,182,175	$ 1,241,697

Net assets with donor-imposed restrictions provide support for instruction, scholarships, auxiliary programs, library, research, capital, and other programmatic purposes.

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(14) Endowments

The University's endowment is pooled for investment purposes and consists of approximately 2,000 individual funds established for a variety of purposes. The endowment consists of both donor-restricted funds managed in accordance with applicable law and donor intent, as well as funds designated by the Board to operate as endowment (quasi-endowment).

If the fair value of an individual donor restricted endowment fund balance falls below its corpus, that fund is considered to be "underwater." As of June 30, 2022 and 2021, funds with a corpus of $16,837 and $1,541 were "underwater" by $1,122 and $307, respectively.

The University follows the provisions of UPMIFA. State law allows the Board to appropriate the endowment funds as is prudent taking into consideration the University's long-term and short-term needs, present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions.

The endowment investment objectives are to maximize risk-adjusted returns over a long-term horizon and to achieve its objectives by having a strategy of investing in multiple asset classes. In order to meet the primary investment goals for endowment funds, the average annual net total return over an extended period, after adjusting for inflation, is deemed sufficient to support the spending rate as determined by the Board. To have a reasonable probability of achieving the Fund's primary investment goal at an acceptable risk level, the Investment Committee has adopted a long-term asset allocation policy.

Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions. Donor-restricted amounts reported below include gifts donated to the endowment, term endowments and appreciation.

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Endowment and quasi-endowment funds consist of the following at June 30:

	2022				
		With donor restrictions			Total funds as of June 30, 2022
	Without donor restrictions	Original gift	Accumulated returns	Total	
Donor restricted:					
Financial aid	$ -	$ 326,210	$ 83,915	$ 410,125	$ 410,125
Department programs and support	-	429,254	242,201	671,455	671,455
Quasi (board-designated):					
Financial aid	39,231	-	-	-	39,231
Department programs and support	74,662	9,695	-	9,695	84,357
Total	$ 113,893	$ 765,159	$ 326,116	$ 1,091,275	$ 1,205,168

	2021				
		With donor restrictions			Total funds as of June 30, 2021
	Without donor restrictions	Original gift	Accumulated returns	Total	
Donor restricted:					
Financial aid	$ -	$ 318,904	$ 119,256	$ 438,160	$ 438,160
Department programs and support	-	412,764	300,966	713,730	713,730
Quasi (board-designated):					
Financial aid	42,203	-	-	-	42,203
Department programs and support	82,214	9,695	-	9,695	91,909
Total	$ 124,417	$ 741,363	$ 420,222	$ 1,161,585	$ 1,286,002

Changes in endowment and quasi-endowment funds for the year ended June 30, 2022 are as follows:

	Without donor restrictions	With donor restrictions	Total
Net assets at June 30, 2021	$ 124,417	$ 1,161,585	$ 1,286,002
Net investment return	(4,459)	(37,559)	(42,018)
Contributions	483	22,535	23,018
Utilized in operations	(7,853)	(51,460)	(59,313)
Change in unexpended endowment income	1,305	(5,087)	(3,782)
Transfers	-	1,261	1,261
Net assets at June 30, 2022	$ 113,893	$ 1,091,275	$ 1,205,168

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Changes in endowment and quasi-endowment funds for the year ended June 30, 2021 are as follows:

	Without donor restrictions	With donor restrictions	Total
Net assets at June 30, 2020	$ 102,834	$ 970,755	$ 1,073,589
Net investment return	28,580	242,706	271,286
Contributions	28	6,141	6,169
Utilized in operations	(6,352)	(55,422)	(61,774)
Change in unexpended endowment income	(673)	(3,693)	(4,366)
Transfers	-	1,098	1,098
Net assets at June 30, 2021	$ 124,417	$ 1,161,585	$ 1,286,002

(15) Retirement Plans

The University participates in defined contribution plans providing retirement benefits for substantially all full-time and regular part-time employees. Under the programs, the University makes monthly contributions, currently 6%–10% of the annual eligible wages of participants, up to defined limits. University contributions are subject to the participants meeting the minimum employee contributions, age, and service requirements. Additional voluntary contributions by participants are made subject to statutory limits. The University's contribution to the plans totaled $11,828 in 2022. The University suspended employer contributions to the plans in fiscal year 2021.

(16) Contingencies

The University is involved in legal cases that have arisen in the normal course of its operations. The University believes that the outcome of these cases will not have a material adverse effect on the financial position of the University.

The University participates in a self-insured health insurance captive (the "Captive") in order to manage its health insurance costs. Claim amounts for any one individual up to $300 are covered within a self-funded retention and paid for by the University. Claim amounts exceeding $300 are shared and paid by the Captive. Management believes that any liability arising from this contingency would not be material to the University's financial position. As of June 30, 2022 and 2021, the University had estimated liabilities for claims incurred but not reported of $1,646 and $1,288, respectively. Total premium and self-funded retention costs under the program were $19,063 and $14,319 for the years ended June 30, 2022 and 2021, respectively.

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Chairwoman of Pennsylvania's
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Attorney/Consultant

Adam J. Rifkin '97
Senior Managing Director
Guggenheim Securities, LLC

Daniel S. Rueven '09

Carol R. Saivetz '69, P'97, P'01
Research Affiliate
Security Studies Program, MIT

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**Former Chair*

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4. Resumes

Palmira Santos, Ph.D., Scientist Research and Evaluation (abbreviated CV)

EDUCATION

- Ph.D., Health Policy Research, Brandeis University, Waltham, MA
- M.A., Counseling Psychology, Lesley College, Cambridge, MA
- B.S., Psychology & Special Education, Lesley College, Cambridge, MA

HIGHLIGHTED EXPERIENCE

Palmira Santos, Ph.D., has specialized expertise in using mixed methods approaches to access, gather, and synthesize data from multiple sources. She has over 40 years' experience as a research and evaluation scientist dedicated to the investigation of inequities and social and economic determinants of health (SEDOH). Dr. Santos has specialized expertise in using mixed methods approaches to access, gather, and synthesize data from multiple sources. She has over 40 years' experience as a research and evaluation scientist dedicated to the investigation of inequities and social and economic determinants of health (SEDOH). Dr. Santos assesses and evaluates health, economic, and social factors on the national, regional, state, and community levels to identify SEDOH and their impact on health care utilization, access, quality, cost, and patient outcomes. Building on these analytics, she completed research on the full continuum of physical, mental health and substance use care and treatment services, as well as community-level resources (systemic barriers and workforce shortages). This has included the identification of workforce and health disparities to define needs and strategies and, as appropriate, apply or update HPSA designation in Alaska, Montana, and Massachusetts.

In addition, Dr. Santos designs, tests, administers, and analyzes provider and patient surveys including primary care, FQHCs, mental health and substance use providers, and dental practices. Dr. Santos has also focused on the role of community partnering to improve equity and address SEDOH. Examples of such work include evaluating the role and impact of community health workers, navigators, and other non-physician providers on engaging and improving utilization and outcomes for individuals affected by inequity. In addition, collaborating with teams, she has completed equity analyses of specific utilization tracks, looking at topics such as access to mental health and substance use treatment through Medicaid; use and outcomes of maternal and child health services; utilization of chronic illness care and association with disease progression; acute care episodes associated with lack of ongoing care; and access to preventative services.

PROFESSIONAL EXPERIENCE

Scientist
Brandeis University, Schneider Institute on Healthcare Systems (2013-present)

Primary Investigator
Brandeis University, Schneider Institute on Healthcare Systems (2008-2013)

Director, Health Systems Research & Evaluation
American Cancer Society (2006-2008)

Director, Public Health Specialist Chronic Disease
Alaska & Massachusetts Departments of Public Health (CDC-funded) (2002-2006)

Doctorate Program Administrator and Dissertation Advisor
University of La Verne (1999-2006)

Senior Policy Analyst
Division of Medical Assistance
Health Care Financing & Administration Region 10 (1996-1999)

Consultant
Private Health Systems and Tribal Health
Pacific Northwest (1994-1996)

Chief Executive Officer
Eastern Aleutian Tribes (Tribal Health System) (1990-1994)

Range of Clinical and Leadership Positions (1979-1990)
(Director of Substance Use & Mental Health Care,
Forensic Psychologist, Trauma Clinician)

SELECTED PUBLICATIONS

SHIFT-Care external evaluation: final report. Report submitted to the Massachusetts Health Policy Commission. Pending publication.

Summary of qualitative findings: SHIFT-Care external evaluation. Report submitted to the Massachusetts Health Policy Commission. Pending publication.

Santos, P., & Faughnan, K. Innovative partnerships to address housing and homelessness during the COVID-19 pandemic. In development.

Santos, P., Faughnan, K., Prost, C., & Tschampl, C. A. (2021). Systemic barriers to care coordination for marginalized and vulnerable populations. Journal of Social Distress and Homelessness. https://doi.org/10.1080/10530789.2021.2021361

Massachusetts Health Policy Commission. *Targeted Cost Challenge Investments Program: Care Coordination Case Study.* (2021). https://www.mass.gov/doc/tcci-care-coordination-case-study/download

Massachusetts Health Policy Commission. *Targeted Cost Challenge Investments Program: Evaluation Report.* (2021). https://www.mass.gov/doc/tcci-evaluation-report-0/download

Center for Medicare & Medicaid Innovation. (2020). *Increasing hospice enrollment: OCM Sites with the greatest improvement: OCM Learning System case study.* Retrieved from OCM Connect.

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- Writing Excellence Award: American Society for Healthcare Risk Management

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Kristen Faughnan, M.P.A., Analysis and Project Manager

EDUCATION

- Cornell University, Ithaca, NY: M.P.A. with Social Policy Concentration
- Hobart and William Smith Colleges, Geneva, NY: B.A. Economics and Public Policy

HIGHLIGHTED EXPERIENCE

Kristen Faughnan is a policy researcher specializing in health equity and delivery system transformation. She is experienced in using quantitative research methodologies to understand health care disparities and evaluate program outcomes. For example, she managed and analyzed a large national data set in support of an analysis of racial disparities in premature delivery across states. This analysis identified risk factors for preterm delivery and created a state-level risk continuum for preterm delivery among Black parents. As another example, she worked with a team to analyze the impact of economic development programs, examining differences between locations in which such programs were implemented and comparable areas where they were not. She has also developed regional profiles using publicly available data sources such as the American Community Survey and supported the development of dashboards, manuscripts, and confidential patient safety reports.

In addition, Ms. Faughnan is an experienced project manager and has coordinated large research studies and evaluation contracts involving over 30 sites. Many of these projects have incorporated a strong focus on equity, examining topics such as care and service coordination for marginalized populations, access to recovery among individuals who visited the emergency department after an opioid overdose, and experiences of homelessness and housing insecurity during the COVID-19 pandemic. She has also drafted and edited a wide range of reports and manuscripts on topics related to health equity, delivery system performance, and quality improvement.

PROFESSIONAL EXPERIENCE

Research Associate,
Brandeis University, Schneider Institutes for Health Policy (2016-Present)

Administrative Assistant
Jansen Engineering, PLLC (2015-2016)

Student Consultant
New Orleans Redevelopment Authority (2015)

Policy Intern, Workplace Programs
National Partnership for Women and Families (2014)

PUBLICATIONS

SHIFT-Care external evaluation: final report. Report submitted to the Massachusetts Health Policy Commission. Pending publication.

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Brandeis University Personnel

Title: New Hampshire CCBHC Planning Grant

Name	Annual Salary	Salary Paid by Contact
Palmira Santos	128,119	35,873
Kristen Faughnan	67,249	13,450

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 6, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with Brandeis University (VC#392871), Waltham, MA, in the amount of $97,407 to study the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the NH Community Mental Health and Substance Use Disorder Treatment Systems, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

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

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92202340	$53,298
			Subtotal	***$53,298***

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds-ARPA)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92254120	$44,109
			Grand Total	**$97,407**

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EXPLANATION

The purpose of this request is to study the readiness, capability, and cost effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the New Hampshire Community Mental Health and Substance Use Disorder treatment systems in accordance with H.R.4302, Protecting Access to Medicare Act of 2014 (PAMA) and criteria as defined by the Substance Abuse and Mental Health Services Administration.

The Contractor will provide guidance, consultation, and support to the Department and conduct a comprehensive analysis of the State, Community Mental Health, and Substance Use Disorder treatment provider systems. The study will include an actuarial analysis to determine the costs and impact of risk related to potential CCBHC model implementation. The Contractor will compile a written report indicating the Department's capability and capacity to implement, and the cost-implications of implementing, a CCBHC model of service. The Department may opt to move forward with CCBHC Implementation Plan Development through a contract amendment for Phase 2.

The Department will monitor Contractor performances through the review of monthly status reports to ensure project deliverables and associated timelines are met and adhered to.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 7, 2022 through April 19, 222. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request the Department will we lose the opportunity to understand how we may build efficiencies and increase quality of integrated community based mental health and substance use services through potentially implementing the CCBHC model.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number # 93.958, FAIN B09SM085371 and Assistance Listing Number # 93.243, FAIN H79SM080245.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2023-BMHS-01-READI

Project Title Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)

	Maximum Points Available	Brandeis University	National Council for Mental Wellbeing
Technical			
Integration Advancement Experience (Q1)	10	8	8
CCBHC Experience (Q2)	50	30	10
Knowledge of NH System (Q3)	10	9	4
Analyses Provision (Q4)	30	25	7
Actuarial Interpretation & Analysis (Q5)	40	35	21
State plan amendment or other proposal drafting (Q6)	40	30	7
Stakeholder Identification & Engagement (Q7)	25	22	5
Implementation Plan Development (Q8)	25	20	9
Project Management (Q9)	25	21	14
Capacity (Q10)	30	23	17
Work Plan (Q11)	40	33	24
Subtotal - Technical	325	256	126
Cost			
Task Deliverables Budget Sheet (Appendix D)	70	65	15
Program Staff List (Appendix E)	20	17	15
Subtotal - Cost	90	82	30
TOTAL POINTS	415	338	156

	Reviewer Name	Title
1	Kerri Swenson	Mental Health Systems Admin.
2	Jamie Powers	Director BDAS
3	Alyssa Cohen	Deputy Director of Medicaid
4	Rebecca Ross	Director Children's Bureau
5	Kyra Leonard	Finance Administrator
6	Mary Brunette	BMHS Medical Director

FORM NUMBER P-37 (version 12/11/2019)

Subject: Readiness Study for Certified Community Behavioral Health Clinics (CCBHC) (RFP-2023-BMHS-01-READI-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Brandeis University		1.4 Contractor Address 415 South Street, MS 116 Waltham, MA 02453-2728	
1.5 Contractor Phone Number 781-736-2119	1.6 Account Number 010-092-4120-074-0589 JN 92254120 010-092-2340-074-0589 JN 92202340	1.7 Completion Date 6/30/2023	1.8 Price Limitation $97,407
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: [signature]	Date: 8/9/2022	1.12 Name and Title of Contractor Signatory Samuel Solomon CFO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox	Date: 8/9/2022	1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 8/9/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 8/9/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 8/9/2022

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS

Date 8/9/2022

New Hampshire Department of Health and Human Services
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall collaborate with the NH Department of Health and Human Services (Department) to study the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the NH Community Mental Health Centers (CCMHCs) and Substance Use Disorder (SUD) treatment systems.

1.2. The Contractor shall ensure services under this Agreement are provided in accordance with:

1.2.1. Protecting Access to Medicare Act of 2014, H.R.4032, 113th Congress (2013-2014); and

1.2.2. CCBHC criteria as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA).

1.3. **Service System Analyses**

1.3.1. Comprehensive Analysis. The Contractor shall analyze the existing state CMHCs and SUD treatment provider systems to determine what steps will need to be taken in order to meet required SAMHSA criteria for CCBHCs. The Contractor shall analyze program requirements, including, but not limited to:

1.3.1.1. Staffing;

1.3.1.2. Availability and accessibility of services;

1.3.1.3. Care coordination;

1.3.1.4. Scope of services;

1.3.1.5. Quality and other reporting; and

1.3.1.6. Organizational authority, governance, and accreditation.

1.3.2. Capability Analysis. The Contractor shall analyze existing state and provider capabilities related to the published CCBHC model. The Contractor shall ensure the capability analysis includes, but is not limited to:

1.3.2.1. Self-assessments from three (3) NH CMHCs, identified by the Department, which represent the array of providers in NH.

1.3.2.2. Identification of shortfalls.

1.3.2.3. Recommendations to address identified shortfalls.

1.3.3. Access Analysis. The Contractor shall analyze service access concerns, barriers and facilitators. The Contractor shall ensure the

access analysis includes, but is not limited to:

1.3.3.1. Identification of gaps in access to care among people with behavioral health conditions and improvement solutions across the age continuum.

1.3.3.2. Facilitating an understanding of how CCBHCs can increase access to behavioral health and primary physical healthcare for individuals with behavioral health conditions in areas of concern in NH, as determined by the Department.

1.3.4. Services Analysis. The Contractor shall conduct a CCBHC behavioral health services analysis of the CMHCs and SUD treatment systems. The Contractor shall ensure the services analysis includes, but is not limited to:

1.3.4.1. Identification of current and new elements necessary for NH CMHCs to meet CCBHC requirements.

1.3.4.2. Review of services outlined in NH's behavioral health administrative rules and managed care contracts.

1.3.4.3. Review of services and programs within the NH SUD Continuum of Care System.

1.3.5. Quality Metrics and Monitoring Analysis. The Contractor shall conduct a quality metrics and monitoring analysis, as required by the CCBHC model. The Contractor shall ensure the quality metrics and monitoring analysis:

1.3.5.1. Incorporates current Department and managed care quality monitoring; and

1.3.5.2. Identifies current and new elements of quality monitoring needed for NH CMHCs and SUD treatment providers to meet CCBHC requirements.

1.3.6. Data Capacity and Information Technology Analysis. The Contractor shall conduct a data capacity and information technology analysis. The Contractor shall ensure the analysis includes, but is not limited to examination of:

1.3.6.1. Data collection at the Department and CCBHC levels required to support the CCBHC model.

1.3.6.2. Data reporting at the Department and CCBHC levels required to support the CCBHC model.

1.3.7. The Contractor shall assist the Department to estimate the actual cost of full access, service delivery, and quality monitoring at three (3) representative CMHCs in order to inform the actuarial analysis, and

development of a state plan amendment.

1.3.8. Actuarial Analysis. The Contractor shall provide guidance to the Department, on a plan to conduct an analysis that applies financial and statistical theories to determine the costs and impact of risk related to CCBHC service model implementation in NH.

1.3.9. Medicaid Plan, Statute, Rule and Regulation Analysis. The Contractor shall examine which state statutes, rules and regulations require development or modification to support the implementation of the CCBHC model. The Contractor shall ensure the analysis includes, but is not limited to the examination of:

1.3.9.1. Rules and regulations that address service delivery to Medicaid beneficiaries.

1.3.9.2. Licensing and certification.

1.3.9.3. Other items as identified by the Department.

1.3.10. The Contractor shall compile written reports for each analysis detailed above and submit the report to the Department in accordance with Section 1.5. Reporting Requirements, Table 1, Service System Analyses Reporting, below. Upon the completion and submission of each report, the Contractor shall collaborate with and provide guidance to the Department to review; identify and answer questions; synthesize; and summarize results of each report.

1.3.11. The Contractor shall meet with the Department at a frequency and via a method approved by the Department to ensure project goals and timelines are being met and contract deliverables are being achieved.

1.3.12. Contingent upon outcomes of the Service System Analyses, indicating the Department's capability and capacity to implement and the cost-effectiveness of implementing, a CCBHC model of service across the NH community mental health and substance use disorder treatment systems, the Department may opt to move forward with CCBHC Implementation Plan Development through a contract amendment for Phase 2.

1.4. Project Outcomes

1.4.1. The Department will monitor outcomes of the Contractor through regularly scheduled meetings and the review of monthly status reports to ensure the following:

1.4.1.1. Capacity analyses and implementation plans meet specific CCBHC certification criteria.

1.4.1.2. Cost assessment, actuarial activities and plans for payment model are sufficient to enable state planning.

1.4.1.3. Analyses and documents support a successful state plan amendment submission or other Department-approved submission to Centers for Medicare & Medicaid Services (CMS) to support CCBHC implementation.

1.5. Reporting

1.5.1. Service System Analyses Reporting Requirements

1.5.1.1. The Contractor shall prepare and submit the following written reports to the Department, in accordance with Table 1, Phase 1- Service System Analyses Reporting, below.

Table 1, Phase 1 - Service System Analyses Reporting

Report	Description	Due Date
Monthly Status Reports	Progress of activities including: • Accomplishment(s) • Current tasks and action items including responsible parties • Challenges • Resolutions to challenges • Open issues • Work plan revision requests and approved changes	*No later than the **20th day of each month***
Capability Analysis Report	Analysis of CMHC, substance use disorder treatment provider, and state self-assessments with final report and review of recommendations.	*No later than **120 days** after Contract Effective Date*
Access Analysis Report	Analysis of access gaps and improvement solutions, including the costs for the solutions, with written report of findings and recommendations.	*No later than **150 days** after Contract Effective Date*
Service Analysis Report	Analysis of required improvements and recommendations for state requirements for CCBHC model in written report.	*No later than **180 days** after the Contract Effective Date*
Actuarial Planning Report	Guidance on and collaboration with the Department to develop a plan to conduct an ***actuarial analysis*** of CCBHC service model implementation in NH in written report.	*No later than **180 days** after the Contract Effective Date*
Data Capacity and IT Analysis Report	Analysis of data capacity and IT with recommendations in written report.	*No later than **210 days** after the Contract Effective Date*
Regulatory Report	Analysis of changes to NH regulations needs with recommendations in written report.	*No later than **240 days** after the Contract Effective Date*

Final Phase 1 Service System Analyses Report	Comprehensive analysis of the readiness, capacity, and capability of implementing a CCBHC model of service delivery with the NH community mental health system including implementation costs and recommendations.	*No later than **270 days** after the Contract Effective Date*

1.5.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.5.3. The Contractor shall meet with the Department, a minimum of monthly, to actively and regularly collaborate to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human

Services."

3.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.2.3.1. Brochures.

3.2.3.2. Resource directories.

3.2.3.3. Protocols or guidelines.

3.2.3.4. Posters.

3.2.3.5. Reports.

3.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department

shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 79% Federal funds, Mental Health Block Grant (MHBG), as awarded on 5/17/21, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM085371.
   1.2. 21% Federal funds, ProHealth NH: New Hampshire Partnerships to Improve Health & Wellness for Young People with SED and SMI, as awarded on 8/10/21, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA# 93.243, FAIN# H79SM080245.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be made upon completion and approval by the Department of the deliverables as specified in Exhibit C-1, Phase 1, Service System Analyses, Task Deliverables Budget Worksheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than 30 days after completing the deliverables as specified in Exhibit C-1, Phase I, Service System Analyses, Task Deliverables Budget Worksheet. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

      8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

      8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

      8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

   8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1

Phase 1 - Service System Analyses - Task Deliverable Budget Worksheet

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

Contractor Name: Brandeis University

Project Title: State Readiness Assessment for CCBHC

Budget Period: July 1, 2022 through June 30, 2023 (SFY2023)

Task Deliverable	Funded by DHHS contract share	
	Timeline/Due Date	Amount
Monthly Status Reports	Due no later than the 20th day of each month	$ 7,788.00
Capability Analysis Report	*No later than **120 days** after Contract Effective Date*	$ 15,975.11
Access Analysis Report	*No later than **150 days** after Contract Effective Date*	$ 15,975.11
Service Analysis Report	*No later than **180 days** after the Contract Effective Date*	$ 15,975.11
Actuarial Planning Report	*No later than **180 days** after the Contract Effective Date*	$ 15,145.00
Data Capacity and IT Analysis Report	*No later than **210 days** after the Contract Effective Date*	$ 5,286.78
Regulatory Report	*No later than **240 days** after the Contract Effective Date*	$ 5,286.78
Final Phase 1 Service System Analyses Report	*No later than **270 days** after the Contract Effective Date*	$ 15,975.11
	TOTAL	**$ 97,407.00**

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Date 8/3/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS

Date 8/3/2022

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Brandeis University

DocuSigned by:

8/3/2022
Date

Name: Samuel Solomon
Title: CFO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Brandeis University

DocuSigned by:

8/3/2022
Date

Name: Samuel Solomon
Title: CFO

DS

Vendor Initials

8/3/2022
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

Contractor Initials DS

Date 8/3/2022

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: Brandeis University

8/3/2022
Date

DocuSigned by:
Name: Samuel Solomon
Title: CFO

DS
Contractor Initials
8/3/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

DocuSign Envelope ID: C0696804-D263-43AB-A8D5-0AED66DDD02B

DocuSign Envelope ID: 19E11A00-8B3F-4523-BCDF-20FCAA3B82A7

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: Brandeis University

DocuSigned by:

8/3/2022
Date

Name: Samuel Solomon
Title: CFO

DocuSign Envelope ID: C0696804-D263-43AB-A8D5-0AED66DDD02B

DocuSign Envelope ID: 19E11A00-8B3F-4523-BCDF-20FCAA3B82A7

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: Brandeis University

8/3/2022
Date

DocuSigned by:
Name: Samuel Solomon
Title: CFO

DS
Contractor Initials
8/3/2022
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

l. "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

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:

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

The Business Associate shall complete the risk assessment 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

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

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.

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	Brandeis University
The State	Name of the Contractor
Katja S. Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Samuel Solomon
Name of Authorized Representative	Name of Authorized Representative
Director	CFO
Title of Authorized Representative	Title of Authorized Representative
8/3/2022	8/3/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: Brandeis University

8/3/2022
Date

DocuSigned by:
Name: Samuel Solomon
Title: CFO

Contractor Initials DS
Date 8/3/2022

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: MXLZGAMFEKN5

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

   _____ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS

Date 8/3/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

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

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov