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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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September 5, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services (DLTSS), to enter into a contract with Human Services Research Institute (VC#170337), Cambridge, MA, in the amount of $1,128,977, to develop and conduct a statewide assessment of case management/service coordination training needs and development of a training plan for these providers within the DLTSS services system, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-093-930010-26060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP - ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	93009020	$537,155
2025	102-500731	Contracts for Prog Svc	93009020	$591,822
			Subtotal	**$1,128,977**

EXPLANATION

The purpose of this request is to develop and conduct a statewide assessment of case management/service coordination training needs, and to develop a training plan to ensure the needs of individuals receiving home and community-based services (HCBS) through DLTSS statewide are met, by providing measurable, systematic and beneficial training to case managers/service coordinators who serve this population. This training will ensure competence and a standardized approach through training for the provision of case management/service coordination services. The goal is to strengthen HCBS, by developing standardized training for all case managers/service coordinators that provide services under 1915(c) waivers to ensure consistency across populations and organizations. An increase in training across 1915(c) waivers has the potential to increase retention of case managers/ service coordinators, and to strengthen this service for the individuals and their families receiving HCBS.

Approximately 200 case managers/service coordinators will have access to training through this contract, impacting approximately 10,000 participants who receive HCBS case management/service coordination annually.

The population to be served includes HCBS case management/service coordinators throughout the state, including the developmental services system and elderly and adult services. The Contractor will develop and provide accessible, tailored and differentiated case management trainings for the provision of the 1915(c) HCBS waiver services, including curriculum, training programs, and train-the-trainer certifications. This will ensure sustainability of the program after contract completion.

The Department will monitor services by reviewing monthly reports from the Contractor, which will include information related to:

- Progress on development of training modules, including, content for presentations and pre- and post-training evaluations;
- Number of case management/service coordinator entities engaged in training;
- Number of individual case managers/service coordinators actively receiving training; and
- Number of individual case managers/service coordinators scheduled to receive training.

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 April 28, 2023 through June 7, 2023. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This was not a low cost award. As shown in the attached scoring sheet, the selected Contractor received a higher score based on combined technical and cost criteria.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not approve this request, the Department will not be able to implement this specific activity outlined in the New Hampshire HCBS spending plan and not have the ability to develop and provide this training, which aims to strengthen and improve HCBS case management/service coordination across the state.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.778.

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
Commissioner

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

Project ID # RFP-2023-DLTSS-05-CASEM

Project Title Case Management Assessment and Training

	Maximum Points Available	HEALTH MANAGEMENT ASSOCIATES	HEALTHCARE PERSPECTIVE	HUMAN SERVICES RESEARCH INST. - HSRI	QLARANT	PUBLIC CONSULTING GROUP - PCG
Technical						
Q1 - Experience/Work Plan	150	80	63	140	120	125
Q2 - Assessment/Analysis	100	63	67	90	78	82
Q3 - Training Approach	100	73	67	90	80	85
Q4 - Stakeholder Engagement	100	63	70	90	80	60
Q5 - Modality and Evaluation	150	75	70	140	105	115
Q6 - Sustainability	100	60	62	88	68	58
		0	0	0	0	0
		0	0	0	0	0
Subtotal - Technical	**700**	**414**	**399**	**638**	**531**	**525**
Cost						
Budget Sheet	230	100	145	210	190	160
Program Staff List	70	35	52	60	47	55
		0	0	0	0	0
Subtotal - Cost	**300**	**135**	**197**	**270**	**237**	**215**
TOTAL POINTS	**1000**	**549**	**596**	**908**	**768**	**740**
TOTAL PROPOSED VENDOR COST		$247,192	$1,142,300	$1,128,978	$797,860	$1,065,691

	Reviewer Name	Title
1	Sandy Feroz	Bureau Chief
2	Kyra Leonard	Financial Manager
3	Brianna Beaulac	Administrator II
4		

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

Subject: RFP-2023-DLTSS-05-CASEM-01 Case Management Assessment and Training

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 Human Services Research Institute		1.4 Contractor Address 2336 Massachusetts Avenue Cambridge, MA 02140	
1.5 Contractor Phone Number 617-876-0426	1.6 Account Number 05-95-093-930010-26060000	1.7 Completion Date 3/31/2025	1.8 Price Limitation $1,128,977
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: David Hughes 312ABBBD4A3F495...	Date: 9/6/2023	1.12 Name and Title of Contractor Signatory David Hughes President	
1.13 State Agency Signature DocuSigned by: Melissa Hardy 1323A240400F495...	Date: 9/8/2023	1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
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 7A573A24A941460...		On: 9/11/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DH
Date 9/6/2023

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 DH

Date 9/6/2023

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 DH

Date 9/6/2023

New Hampshire Department of Health and Human Services
Case Management Assessment and Training

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 to two (2) years 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.

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall conduct a statewide assessment of case management practices and training needs among stakeholders for the Department, including, but not limited to:

1.1.1. Bureau of Developmental Services (BDS) Area Agency System; and

1.1.2. Independent Case Management Agencies (ICMAs) serving the four New Hampshire Home and Community Based Service (HCBS) Waivers.

1.2. The Contractor shall ensure services are available statewide.

1.3. The Contractor shall hold a kick-off meeting with the Department to inform project goals. Following the kick-off meeting and facilitated discussion, the Contractor shall develop and finalize a detailed, comprehensive work plan with tasks, deliverables and a timeline to guide the study, to be submitted within thirty (30) days of the contract effective date.

1.4. The Contractor shall develop a detailed communications plan within the first thirty (30) days of the contract effective date, which will address communication needs, and opportunities to maximize the cultural and linguistic accessibility of data gathering activities and dissemination of study findings, including, but not limited to:

1.4.1. Facilitated discussion with target audiences;
1.4.2. Distribution strategies for recruitment materials;
1.4.3. Accessibility and translation needs.

1.5. The Contractor shall develop a training plan, based on outcomes of the statewide assessment in Subsection 1.1., which includes, but is not limited to, the development and execution of:

1.5.1. Curriculum for case management training statewide;

1.5.2. A training program;

1.5.3. Train the trainer certifications;

1.5.4. Recorded webinars for future use and quality measurement; and

1.5.5. Pre- and post-Assessments, to track outcomes of trainings.

1.6. The Contractor shall host one or more community listening sessions, in-person and/or virtually, in order to introduce the project, including, but not limited to:

1.6.1. A brief presentation to introduce the Contractor and the project;
1.6.2. Asking participants to respond to a series of questions eliciting their input on existing community and system strengths and needs.

1.7. The Contractor shall conduct four (4) in-person and six (6) online individual and

small group interviews and focus groups with a wide range of individuals to explore skills required for effective case management, learning needs, preferences, experience with online and in-person training, and existing resources, strengths and needs. Groups to participate in interviews include, but are not limited to:

1.7.1. The Department;
1.7.2. The Area Agency System; and
1.7.3. Independent Case Management Agencies.

1.8. The Contractor shall conduct, at minimum, four (4) multi-day site visits. Site visits will be organized primarily around the focus groups and will build in time to conduct key informant interviews and visit long-term care facilities and community-based providers in different regions of the state.

1.9. The Contractor shall develop protocols for community engaged focus group listening sessions, including facilitating three (3) to four (4) in-person community-engaged focus groups to hear from service users.

1.10. The Contractor shall utilize information from interviews and focus groups to develop an electronic survey, to be distributed to case managers throughout NH, which will collect data including, but not limited to:

1.10.1. Knowledge of person-centered practice.
1.10.2. Training received upon hire.
1.10.3. Ongoing training received.
1.10.4. Self-rated capacity in the essential competencies for person-centered plan facilitation and core competencies for case management.
1.10.5. Self-rated capacity in supporting differentiated needs that are particular to people accessing different waivers, including the characteristics of participants and the supports available through each waiver.
1.10.6. Preferred learning mode and learning support needs, including preferred language and format (online, in person, combined, etc.).
1.10.7. Existing sources of ongoing learning, including peer mentors, supervisors, and ongoing didactic training.
1.10.8. Tenure in the position, and individual characteristics that are relevant to training needs, including work setting and primary population served.

1.11. The Contractor shall utilize key informant interviews, focus groups, and participant surveys to collect and inventory training assets, including videos, guides, and other materials used in NH for ongoing training of case managers. This inventory shall be the basis for an assessment of the mode, content and format of training utilized.

1.12. The Contractor shall work with collaborating partners to develop and pilot a case management training program, to be delivered using remote learning tools

that are accessible to a broad range of learners, and which support users through direct online learning and in-person training, using "train-the-trainer" methods.

1.13. The Contractor shall revise existing training based on the pilot, an environmental scan, and other learnings to produce a core training which incorporates the basics of person-centered planning and coordination, and is then followed by tailored and differentiated training modules specific to training needs for case managers supporting each waiver.

1.14. The Contractor shall, within eight (8) to fourteen (14) months of the contract effective date, ensure the following work tasks are completed:

1.14.1. Apply modification to the core competencies content to incorporate NH specific requirements, and existing training materials; and

1.14.2. Develop up to four (4) supplemental training modules to cover differentiated competencies for case managers who support people through the Developmental Disabilities (DD), Choices for Independence (CFI), Acquired Brain Disorder (ABD) and In-Home Supports (IHS) Medicaid waiver system.

1.15. The Contractor shall provide accessible, tailored and differentiated case management trainings for the provision of all Medicaid waivered services, authorized in §1915(c) of the Social Security Act, including:

1.15.1. Developmental Disabilities (DD) Waiver;

1.15.2. Choices for Independence (CFI) Waiver;

1.15.3. Acquired Brain Disorder (ABD) Waiver; and

1.15.4. In-Home Support (IHS) Waiver.

1.16. The Contractor shall develop and finalize a competency-based curriculum and train the trainer materials to support the capacity of case managers, including, but not limited to:

1.16.1. A vision statement for case manager training and competency in New Hampshire, along with priority areas as identified by the assessment;

1.16.2. A curriculum package (inclusive of training materials such as PowerPoints with talking points/proposed script, activities, and evaluation, as well as accompanying facilitator/trainer guide) for each of the modules and associated lessons;

1.16.3. Job aids/desk references for trainers;

1.16.4. Knowledge assessments to include five to eight questions per lesson;

1.16.5. An implementation toolkit to be utilized for ongoing monitoring of competency application, including, but not limited to:

1.16.5.1. Materials for Case Managers (self-assessments, shadowing/observational tools);

1.16.5.2. Materials for Supervisors (observational tools/rubrics and process guides); and
1.16.5.3. Materials for organizations/system: satisfaction/feedback surveys for individuals receiving services, and auditing tools/rubrics for various forms of documentation.

1.17. The Contractor must ensure content for modules and lessons associated within each models include, but is not limited to:

1.17.1. Supporting the Person to Understand and Drive Services and Supports, including, but not limited to:

1.17.1.1. Touchpoints of Individuals.
1.17.1.2. Overview of programs such as MFP (Money Follows the Person), ADRC (Aging and Disability Resource Centers), HCBS (Home and Community Based Services), etc.
1.17.1.3. Supportive Engagement and Empowerment.
1.17.1.4. Individual Rights and Responsibilities.

1.17.2. Building and Facilitating Teams with the Person at the Center, including, but not limited to:

1.17.2.1. Engaging and Building Rapport.
1.17.2.2. Establishing and Facilitating Team Partnerships.
1.17.2.3. Keeping the Person at the Center.
1.17.2.4. Supporting the Person's Choice and Decision Making.

1.17.2.4.1. Informed Choice, including, but not limited to:
1.17.2.4.2. Supported Decision Making.
1.17.2.4.3. Dignity of Risk.

1.17.2.5. Conflict Resolution, including, but not limited to:

1.17.2.5.1. Mediating and Facilitating Resolutions.
1.17.2.5.2. Personal/Self-Management in Conflict.
1.17.2.5.3. Cultural Humility.
1.17.2.5.4. Exploring Cultures Respectfully.
1.17.2.5.5. Personal Bias.
1.17.2.5.6. Understanding Individuals and Families.
1.17.2.5.7. Recognizing Your Role.

1.17.2.6. Engaging with Individuals and Families.
1.17.2.7. Facilitating Problem-Solving and Decision-Making.
1.17.2.8. Navigating Supports and Services.
1.17.2.9. Strategies to Achieve a Good Life.

1.18. The Contractor shall implement training through a train the trainer model. Training tools will be made available as part of implementation, including, but not limited to:

1.18.1. Mentee Materials

1.18.1.1. A self-assessment for Case Managers to use, and support self-reflection about skills and development needs for core case management skills;

1.18.1.2. A shadowing/observational tool.

1.18.2. Supervisor/Mentor Materials

1.18.2.1. Observational tools/rubrics and processes for supervisors/mentors for ongoing training;

1.18.2.2. Mentor discussion guide, to support in-person and small group use of training modules

1.18.3. Organizational/System Materials:

1.18.3.1. Tools for individuals served through waivers, to help people receiving services understand what to expect, and to provide feedback regarding interactions with staff; and

1.18.3.2. Audit tool/rubric and processes for quality teams.

1.19. The Contractor shall implement training curriculums based on specific training tasks, including, but not limited to:

1.19.1. Developing and engaging a case manager training workgroup, to start in the third month of the effective date of the contract, including, but not limited to:

1.19.1.1. Recruiting five (5) to eight (8) case managers, up to four (4) supervisors, individuals who are supported through the Medicaid waiver system, family members, Area Agency (AA) administrators, Independent Case Management Agencies, and Department staff, to inform and guide the pilot and implementation of trainings.

1.19.2. Pilot testing a base model foundational training series and developing a recommended learning plan, including, but not limited to:

1.19.2.1. Developing a pre-pilot self-assessment for use by members of the workgroup, in order to assess capacity in targeted areas, considered core competencies for case managers.

1.19.2.2. Delivering a Sharable Content Object Reference Model (SCORM) compliant version of selected modules for case manager training.

1.19.3. Implementation planning with Department leadership, including, but not limited to:

1.19.3.1. Collaborating to develop a final process map for delivering and monitoring an ongoing training plan.

1.19.3.2. Facilitating an on-site planning meeting to prepare for utilization of the final learning plan, in order to finalize an implementation and rollout strategy, including, but not limited to:

1.19.3.2.1. Ensuring appropriate sequencing of modules;
1.19.3.2.2. Delivery methodology;
1.19.3.2.3. A system for monitoring and evaluating ongoing learning;
1.19.3.2.4. Determining additional materials, including but not limited to:

1.19.3.2.4.1. Self-assessments;
1.19.3.2.4.2. Supervisor observation tools;
1.19.3.2.4.3. Satisfaction surveys of individuals who receive services (and their family members);
1.19.3.2.4.4. Documentation audits to demonstrate competency; and
1.19.3.2.4.5. Identifying areas where continued professional development is needed.

1.20. The Contractor shall provide specific train-the-trainer supports and materials, in response to identified needs for the Area Agency system and Independent Case Management Agencies, including, but not limited to:

1.20.1. Recorded webinars to describe how to use the tools.
1.20.2. A specific train-the-trainer curriculum module.

1.21. The Contractor shall access a range of data sources, in order to accomplish the following:

1.21.1. Understand existing case management training experience and assets, and the local conditions supporting and hindering case management training in NH.
1.21.2. Examine and inventory expectations for roles and capacity development for case managers in NH including base skills required, using person-centered approaches in planning and coordination of supports and differentiated skills, depending on the populations supported and the settings in which case managers work.
1.21.3. Identify gaps between existing and needed case management training, including whether gaps are experienced disproportionately across NH by geography, among historically underserved communities, or other relevant characteristics that may affect the experience of case management and receipt of services.

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1.21.4. Develop and deliver a training plan and recommendations for implementation based on implementation science and best practices for adult learners.

1.22. The Contractor shall facilitate a process to identify the "essential functions" of the different case management models/roles through a series of working group meetings, and shall develop "essential functions" modules, through data collection in the case manager training.

1.23. The Contractor shall perform data collection and analysis, to include quantitative and qualitative data collection to support training recommendations for case managers.

1.24. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.25. The Contractor shall participate in on-site reviews conducted by the Department on a quarterly basis, or as otherwise requested by the Department.

2. Reporting

2.1. The Contractor shall submit monthly reports by the seventh (7th) business day following the month being reported on, which include, but are not limited to:

2.1.1. Progress on development of training modules, including, but not limited to:

2.1.1.1. Content for presentations;
2.1.1.2. Pre- and post-training evaluations.

2.1.2. Number of case management entities engaged in training;
2.1.3. Number of individual case managers actively receiving training;
2.1.4. Number of individual case managers scheduled to receive training.
2.1.5. Data access, collection, and analysis; and
2.1.6. Status of other activities completed, including any difficulties encountered.

2.2. The Contractor shall provide a final report, including a summary of sustainability considerations, to the Department a minimum of thirty (30) days prior to the contract completion date, which includes, but is not limited to:

2.2.1. Executive summary;
2.2.2. A description of the purpose and background for the assessment;
2.2.3. Methods identified;
2.2.4. Findings from quantitative and qualitative data analysis;
2.2.5. Recommendations for addressing gaps/needs identified;
2.2.6. Characteristics of case manager workforce in NH;
2.2.7. Description of case management needs for each Medicaid waiver; and
2.2.8. Recommendations for case manager training content and

implementation.

2.3. The Contractor may be required to provide additional key data in a format and at a frequency specified by the Department.

2.4. Background Checks

2.4.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor shall ensure that said individual has undergone:

2.4.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

2.4.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

2.5. Privacy Impact Assessment

2.5.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.5.1.1. How PII is gathered and stored;

2.5.1.2. Who will have access to PII;

2.5.1.3. How PII will be used in the system;

2.5.1.4. How individual consent will be achieved and revoked; and

2.5.1.5. Privacy practices.

2.5.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2.6. Department Owned Devices, Systems and Network Usage

2.6.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g.

computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, the selected Vendor shall:

2.6.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

2.6.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

2.6.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

2.6.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times shall use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

2.6.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

2.6.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

2.6.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

2.6.1.8. Agree that use of email shall follow Department and NH DoIT policies, standards, and/or guidelines; and

2.6.1.9. Agree when utilizing the Department's email system:

2.6.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

2.6.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

2.6.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

2.6.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, shall:

2.6.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

2.6.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

2.6.1.13. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

2.6.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

2.6.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or

badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

2.6.2. Workspace Requirement

2.6.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2.7. Contract End-of-Life Transition Services

2.7.1. General Requirements

2.7.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

2.7.1.2. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

2.7.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried

and returned to the Department, along with the inventory document, once transition of Department Data is complete.

2.7.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

2.7.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

2.7.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

2.7.2. Completion of Transition Services

2.7.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

2.7.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

2.7.3. Disagreement over Transition Services Results

2.7.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to

resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

3. Exhibits Incorporated

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

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

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. 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.

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

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

4.3. Credits and Copyright Ownership

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

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

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

original materials produced, including, but not limited to:

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

5. Records

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

5.1.1. 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.

5.1.2. All records shall 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.

5.2. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, Section 9817 of the American Rescue Plan Act of 2021, as awarded on May 13, 2021, by the Department Of Health & Human Services, Centers for Medicare & Medicaid Services ALN 93.778, Section 9817 of the American Rescue Plan Act of 2021 (ARP).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, 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 for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Budget and Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. 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.bdsinvoices@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 Agreement, 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

Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *Human Services Research Institute*
Budget Request for: *Case Management Assessment and Training*
Budget Period *October 4, 2023 - June 30, 2024*
Indirect Cost Rate (If applicable) 10.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$156,680	
2. Fringe Benefits	$75,206	
3. Consultants	$245,725	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$3,392	

Contractor Initials DS DH
Date 9/6/2023

Exhibit C-1 Budget

7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Incentives	$1,320	
Translation/Interpretation	$6,000	
Other Costs (computer services, video conferencing, etc.)		
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	**$488,323**	
Total Indirect Costs	**$48,832**	
TOTAL	**$537,155**	

Contractor Initials DS DH

Date 9/6/2023

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*		
Contractor Name:	*Human Services Research Institute*	
Budget Request for:	*Case Management Assessment and Training*	
Budget Period	*July 1, 2024 - March 31, 2025*	
Indirect Cost Rate (if applicable)	10.00%	
Line Item	**Program Cost - Funded by DHHS**	**Budget Narrative** *Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.*
1. Salary & Wages	$108,709	
2. Fringe Benefits	$52,180	
3. Consultants	$374,305	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	

Contractor Initials DS DH

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Exhibit C-2 Budget

6. Travel	$2,826	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other Costs (computer services, video conferencing, etc.)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	**$538,020.00**	
Total Indirect Costs	**$53,802**	
TOTAL	**$591,822**	

Contractor Initials DS DH

Date 9/6/2023

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 DH
Date 9/6/2023

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: Human Services Research Institute

DocuSigned by:
David Hughes
512ABEBD4A3F495...

9/6/2023
Date

Name: David Hughes
Title: President

DS
DH

Vendor Initials

9/6/2023
Date

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: Human Services Research Institute

9/6/2023
Date

DocuSigned by:
David Hughes
51ZAB8BD4A3F495...
Name: David Hughes
Title: President

DS
DH
Vendor Initials
9/6/2023
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 DH
Date 9/6/2023

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: Human Services Research Institute

9/6/2023
Date

DocuSigned by:
David Hughes
512A8BBD4A1F405
Name: David Hughes
Title: President

DS
DH
Contractor Initials
9/6/2023
Date

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.

DS
DH

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: Human Services Research Institute

DocuSigned by:
David Hughes
312A8B6D4A3F493...

9/6/2023
Date

Name: David Hughes
Title: President

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: Human Services Research Institute

9/6/2023
Date

DocuSigned by:
David Hughes
Name: David Hughes
Title: President

DS
DH
Contractor Initials

9/6/2023
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) l, 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	Human Services Research Institute
The State	Name of the Contractor
DocuSigned by: Melissa Hardy 1323A24949DF495...	DocuSigned by: David Hughes 312ABBBD4ACF493...
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	David Hughes
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	President
Title of Authorized Representative	Title of Authorized Representative
9/8/2023	9/6/2023
Date	Date

Contractor Initials DS DH

Date 9/6/2023

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: Human Services Research Institute

9/6/2023
Date

DocuSigned by:
David Hughes
Name: David Hughes
Title: President

DS
DH
Contractor Initials
9/6/2023
Date

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: ZJW5N4CMCXY4

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?

   __x__ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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.).

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

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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 HUMAN SERVICES RESEARCH INSTITUTE is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on February 04, 2016. 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: **738451**

Certificate Number: **0006285043**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Human Services Research Institute.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 3, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That David Hughes (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Human Services Research Institute to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 9/8/2023

Roy M. Gabriel
Signature of Elected Officer
Name: Roy M. Gabriel
Title: Secretary/Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2023

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
Marsh & McLennan Agency LLC - New England
100 Front St, Ste 800
Worcester MA 01608

CONTACT NAME:
PHONE (A/C, No, Ext): 888-850-9400 FAX (A/C, No): 866-795-8016
E-MAIL ADDRESS: MMA.NewEngland.Cert@marshmc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURER B: State National Insurance Company, Inc	12831
INSURER C: Phoenix Insurance Company	25623
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HUMANSERVI
Human Services Research Institute
2336 Massachusetts Avenue
Cambridge MA 02140

COVERAGES **CERTIFICATE NUMBER:** 67676234 **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			PHPK2588579	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2588579	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR			PHUB876848	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB4L04750A	9/29/2023	9/29/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH)	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
B	Cyber Liability			EHJADM01741445	9/30/2023	9/30/2024	Limit	2,000,000
A	D&O/EPL/Fiduciary Liability			PHSD1819231	9/30/2023	9/30/2024	Limit	1,000,000
A	E&O/ Professional Liability			PHPK2588579	9/30/2023	9/30/2024	Limit	2,000,000

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

CERTIFICATE HOLDER

State of 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

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HSRI

Mission Statement

The Human Services Research Institute (HSRI) is a 501(c)(3) nonprofit research organization established in 1976. For nearly 50 years, we've assisted federal and state agencies and local communities improve the health, wellbeing, and economic and housing stability of populations our partners serve.

Our mission is to improve systems that improve lives. We achieve this through collaborative, inclusive, participatory research, and working to identify sustainable solutions to complex health and social challenges. With decades of experience, we understand the complexity of the human services landscape, including the interrelated physical, social, behavioral, and environmental factors that affect the wellbeing of individuals and communities.

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HUMAN SERVICES RESEARCH INSTITUTE

FINANCIAL STATEMENTS

with

INDEPENDENT AUDITORS' REPORT

YEARS ENDED SEPTEMBER 30, 2022 AND 2021

Smith Sullivan & Brown PC
CERTIFIED PUBLIC ACCOUNTANTS

80 Flanders Road, Suite 200 Westborough, Massachusetts 01581
Tel: 508.871.7178 Fax: 508.871.7179 www.ssbcpa.com

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HUMAN SERVICES RESEARCH INSTITUTE

REPORT ON FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2022 AND 2021

HSRI

Mission Statement

In the fields of intellectual and developmental disabilities, population health, substance use and prevention, mental health and child and family services, HSRI works to:

- Assist public managers and human service organizations to develop services and supports that work for children, adults, and families;
- Enhance the involvement of individuals and their families in shaping policy, priorities and practice;
- Improve the capacity of systems, organizations, and individuals to cope with changes in fiscal, administrative, and political realities;
- Expand the use of research, performance measurement and evaluation to improve and enrich lives.

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HUMAN SERVICES RESEARCH INSTITUTE

REPORT ON FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2022 AND 2021

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Statements of Financial Position as of September 30, 2022 and 2021	3
Statements of Activities for the Years Ended September 30, 2022 and 2021	4
Statement of Functional Expenses for the Year Ended September 30, 2022 *(With Summarized Comparative Totals for 2021)*	5
Statement of Functional Expenses for the Year Ended September 30, 2021	6
Statements of Cash Flows for the Years Ended September 30, 2022 and 2021	7
Notes to Financial Statements	8 - 21

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Smith Sullivan & Brown PC
CERTIFIED PUBLIC ACCOUNTANTS

80 Flanders Road, Suite 200 Westborough, Massachusetts 01581
Tel: 508.871.7178 Fax: 508.871.7179 www.ssbcpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Human Services Research Institute
Cambridge, Massachusetts

Opinion

We have audited the accompanying financial statements of Human Services Research Institute (a Massachusetts nonprofit organization), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Human Services Research Institute, Inc. as of September 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Human Services Research Institute, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements 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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To the Board of Directors
Human Services Research Institute

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Human Services Research Institute, Inc.'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 Human Services Research Institute, Inc.'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.

Smith, Sullivan & Brown, PC

Westborough, Massachusetts
February 2, 2023

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HUMAN SERVICES RESEARCH INSTITUTE

STATEMENTS OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS:		
Cash	$ 448,236	$ 1,941,868
Accounts Receivable	3,153,490	2,162,593
Accrued Receivables	298,748	88,146
Employee Advances	14,211	13,001
Prepaid Expenses	36,873	18,657
Total Current Assets	3,951,558	4,224,265
PROPERTY AND EQUIPMENT:		
Net of Accumulated Depreciation	1,332,392	1,357,502
OTHER ASSETS:		
Deposits	5,580	7,680
Board Designated Operating Reserve Fund	1,372,868	1,709,600
Total Other Assets	1,378,448	1,717,280
TOTAL ASSETS	$ 6,662,398	$ 7,299,047

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Current Portion of Long-Term Debt	$ 91,932	$ 94,739
Subcontracts Payable	494,195	407,856
Accounts Payable and Accrued Expenses	186,161	194,719
Accrued Payroll and Related Costs	366,337	271,248
Advance Billings	1,502,220	2,298,760
Total Current Liabilities	2,640,845	3,267,322
LONG-TERM LIABILITIES:		
Long-Term Debt, Net of Current Portion	429,082	521,211
Total Long-Term Liabilities	429,082	521,211
TOTAL LIABILITIES	3,069,927	3,788,533
NET ASSETS:		
Net Assets Without Donor Restrictions:		
Available for Operations	1,408,225	1,059,362
Invested in Property and Equipment	811,378	741,552
Board Designated Operating Reserve	1,372,868	1,709,600
Total Net Assets Without Donor Restrictions	3,592,471	3,510,514
TOTAL LIABILITIES AND NET ASSETS	$ 6,662,398	$ 7,299,047

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HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	2022	2021
SUPPORT AND REVENUES:		
Contract and Grant Funded Research	$11,876,235	$ 9,687,900
Paycheck Protection Program Grant	-	986,900
Investment Return (Loss) and Interest	(336,428)	273,326
TOTAL SUPPORT AND REVENUES	**11,539,807**	**10,948,126**
FUNCTIONAL EXPENSES:		
Program Services:		
Applied Research and Consulting Services:		
Intellectual and Developmental Disabilities	2,916,671	3,173,966
Behavioral Health	2,546,047	1,822,731
Child, Youth and Families	726,330	562,012
Population Health	3,803,314	3,155,872
Verity Analytics	760,763	577,371
Total Program Services	10,753,125	9,291,952
Supporting Services:		
Administrative	704,725	853,401
TOTAL FUNCTIONAL EXPENSES	**11,457,850**	**10,145,353**
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	**81,957**	**802,773**
NET ASSETS WITHOUT DONOR RESTRICTIONS - BEGINNING OF YEAR	**3,510,514**	**2,707,741**
NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR	**$ 3,592,471**	**$ 3,510,514**

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HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

(With Summarized Comparative Totals for 2021)

	PROGRAM SERVICES								
	APPLIED RESEARCH AND CONSULTING SERVICES					TOTAL		TOTAL	
	IDD	BEHAVIORAL HEALTH	CYF	POPULATION HEALTH	VERITY ANALYTICS	PROGRAM SERVICES	ADMINI-STRATIVE	FUNCTIONAL EXPENSES 2022	FUNCTIONAL EXPENSES 2021
Salaries and Wages	$ 1,540,400	$ 1,144,148	$ 457,783	$ 1,532,613	$ 377,489	$ 5,052,433	$ 129,188	$ 5,181,621	$ 4,103,508
Payroll Taxes and Benefits	647,126	480,660	192,316	643,855	158,584	2,122,541	54,272	2,176,813	1,931,669
Subcontractors and Consultants	501,467	719,727	14,375	1,399,894	161,684	2,797,147	166,630	2,963,777	3,172,357
Professional Services	-	-	-	-	-	-	91,639	91,639	92,264
Travel	22,700	36,192	6,400	2,897	-	68,189	42,560	110,749	3,935
Occupancy	26,856	19,947	7,981	26,720	6,581	88,085	6,396	94,481	113,772
Repairs and Maintenance	25,297	18,790	7,518	25,169	6,199	82,973	6,024	88,997	78,804
Office Supplies and Expense	9,410	9,341	2,865	12,016	1,137	34,769	16,035	50,804	30,571
Telephone and Communications	17,735	16,763	5,646	23,020	2,236	65,400	13,896	79,296	68,146
Technology Expenses	61,790	57,558	19,151	83,763	42,753	265,015	25,936	290,951	321,305
Conferences	47,002	15,785	-	218	-	63,005	38,920	101,925	19,562
Depreciation Expense	7,137	5,301	2,121	7,101	1,748	23,408	1,702	25,110	25,111
Staff Development and Enrichment	-	-	-	-	-	-	50,221	50,221	33,833
Dues and Subscriptions	-	-	8	36,500	-	36,508	21,361	57,869	64,877
Equipment Rental	9,596	7,128	2,852	9,548	2,352	31,476	2,285	33,761	37,692
Insurance	-	-	-	-	-	-	18,182	18,182	16,987
Miscellaneous Expense	155	14,707	7,314	-	-	22,176	19,478	41,654	30,960
Total Functional Expenses	**$ 2,916,671**	**$ 2,546,047**	**$ 726,330**	**$ 3,803,314**	**$ 760,763**	**$10,753,125**	**$ 704,725**	**$11,457,850**	**$10,145,353**

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HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	PROGRAM SERVICES							
	APPLIED RESEARCH AND CONSULTING SERVICES					TOTAL		TOTAL
	IDD	BEHAVIORAL HEALTH	CYF	POPULATION HEALTH	VERITY ANALYTICS	PROGRAM SERVICES	ADMINI-STRATIVE	FUNCTIONAL EXPENSES
Salaries and Wages	$ 1,646,069	$ 670,049	$ 344,592	$ 1,034,012	$ 220,359	$ 3,915,081	$ 188,427	$ 4,103,508
Payroll Taxes and Benefits	774,864	315,416	162,212	486,747	103,731	1,842,970	88,699	1,931,669
Subcontractors and Consultants	576,495	704,590	8,267	1,387,656	192,235	2,869,243	303,114	3,172,357
Professional Services	-	-	-	-	-	-	92,264	92,264
Travel	-	-	-	-	-	-	3,935	3,935
Occupancy	44,597	18,154	9,336	28,014	5,970	106,071	7,701	113,772
Repairs and Maintenance	30,890	12,574	6,467	19,404	4,135	73,470	5,334	78,804
Office Supplies and Expense	4,333	4,042	1,455	6,535	444	16,809	13,762	30,571
Telephone and Communications	14,384	13,518	4,994	21,679	1,580	56,155	11,991	68,146
Technology Expenses	55,029	55,877	19,536	122,861	45,621	298,924	22,381	321,305
Conferences	2,282	2,639	-	1,000	-	5,921	13,641	19,562
Depreciation Expense	9,843	4,007	2,060	6,183	1,318	23,411	1,700	25,111
Staff Development and Enrichment	-	-	-	-	-	-	33,833	33,833
Dues and Subscriptions	-	-	-	32,500	-	32,500	32,377	64,877
Equipment Rental	14,775	6,014	3,093	9,281	1,978	35,141	2,551	37,692
Insurance	-	-	-	-	-	-	16,987	16,987
Miscellaneous Expense	405	15,851	-	-	-	16,256	14,704	30,960
Total Functional Expenses	**$ 3,173,966**	**$ 1,822,731**	**$ 562,012**	**$ 3,155,872**	**$ 577,371**	**$ 9,291,952**	**$ 853,401**	**$10,145,353**

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HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in Net Assets	$ 81,957	$ 802,773
Adjustments to Reconcile the Above to Net Cash Provided (Used) by Operating Activities:		
Depreciation Expense	25,110	25,111
Investment Return	336,732	(272,036)
(Increase) Decrease in Current Assets:		
Accounts Receivable	(990,897)	(146,926)
Accrued Receivables	(210,602)	572,616
Employee Advances	(1,210)	127
Prepaid Expenses	(18,216)	(7,178)
Increase (Decrease) in Current Liabilities:		
Subcontracts Payable	86,339	230,117
Accounts Payable and Accrued Expenses	(8,558)	52,462
Accrued Payroll and Related Costs	95,089	8,003
Advance Billings	(796,540)	65,424
Conditional Grant Advance	-	(986,900)
(Increase) Decrease in Other Assets:		
Deposits	2,100	8,044
Net Adjustment	(1,480,653)	(451,136)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**(1,398,696)**	**351,637**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal Payments on Long-Term Debt	(94,936)	(92,595)
Net Cash Flows from Financing Activities	(94,936)	(92,595)
NET INCREASE (DECREASE) IN CASH BALANCES	**(1,493,632)**	**259,042**
CASH - BEGINNING OF YEAR	**1,941,868**	**1,682,826**
CASH - END OF YEAR	**$ 448,236**	**$ 1,941,868**
Supplemental Disclosure:		
Interest Paid	*$ 14,316*	*$ 16,658*

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HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2022 AND 2021

NOTE 1 ORGANIZATION

Human Services Research Institute, Inc. ("HSRI", the "Institute" or the "Organization") was incorporated in 1976 pursuant to the District of Columbia Nonprofit Corporation Act and qualifies as a tax-exempt nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code ("IRC"). The Organization has been classified as an organization which is not a private foundation under IRC Section 509(a); accordingly, contributions made to this Organization qualify for the maximum charitable deduction for federal income tax purposes.

NOTE 2 PROGRAM SERVICES

Since 1976, we've been helping to craft community-based, person-driven service and support systems. We're passionate about supporting leaders and policymakers, and the people they serve, because we share the same goal: to see all people living healthy, fulfilling lives as empowered, respected members of society.

Our team of dedicated professionals provides research, support and guidance to clients looking to develop more efficient and responsive service systems. Combining rigorous quantitative research with community-based participatory research and system design, we strive for more-impactful results and more specific roadmaps to improvement.

We work across all sectors and program areas in health and human services, addressing the needs of people with intellectual and developmental disabilities; people experiencing behavioral health disorders; children, youth and families; seniors and people with physical disabilities; people experiencing housing instability or homelessness; and states and communities looking to promote population health.

Intellectual and Developmental Disabilities, Aging, and Disability:

Since 1976, we've been working with self-advocates and families to research and shape effective community-based services and supports for people with intellectual and developmental disabilities ("IDD"). We've been honored to assist agencies in moving consistently in the direction of higher-quality, more person-driven, self-directed services:

- Building policy and practice in support of self-directed models of service delivery
- Supporting the expansion of integrated community living options as people with IDD move from public institutions
- Applying Medicaid waiver funds efficiently and effectively to achieve person-centered policy objectives in community based settings
- Working with stakeholders to build capacity for person centered practice
- Growing the availability of practices to support families
- Enhancing quality assurance and improvement systems including the development of nationally recognized quality measures
- Supporting the self-advocacy movement including grassroots work to build an expectation of person-centered practice
- Reviewing and modifying service planning and delivery in order to provide culturally and linguistically competent services
- Teaming with government agencies and national organizations to promote the well-being of older individuals and people with physical disabilities by improving the services and programs designed to help them live independently in their homes and communities

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NOTE 2 *(Continued)*

We collaborate with national organizations in these efforts, including the National Association of State Directors of Developmental Disabilities Services to support the National Core Indicators - an outcome measurement system that spans nearly all 50 states. We also have longstanding partnerships with the Institute on Community Inclusion at the University of Massachusetts and the Research and Training Center on Community Integration at the University of Minnesota.

We also assist IDD agencies around the country to allocate resources more efficiently, effectively, and equitably. This process often involves systems changes to alter the services available, rebase reimbursement rates, assess individual support needs, and assign personal supports budgets to each individual.

In addition to HSRI's 20-year commitment to National Core Indicators, the Organization has teamed with the National Association of State Units on Aging and Disability to launch the National Core Indicators for Aging and Disability ("NCI-AD"). NCI-AD entails a survey of adult participants in Aging and Disability Home and Community-Based Services waivers, Older Americans programs, and state plan Medicaid services.

Child, Youth and Family:

We provide program evaluation, consultation, training and technical assistance to child-serving agencies to promote best practices. We also support cross-agency approaches to address the whole needs of child welfare-involved families, including children and families with developmental disabilities and families living with mental health or substance use issues.

Our approach hinges on strong communication and collaboration, making sure our work is grounded in the reality of the current service environment as experienced by children and families. We also find value in sharing findings as a project progresses, so everyone involved can see the value of the effort and make ongoing adjustments as needed.

Behavioral Health:

We work with government agencies, community-based organizations, and other partners to identify sustainable ways to promote wellness and advance the quality of life for people and communities. Our projects include program evaluation, intervention research, needs assessment, systems planning, and technical assistance. The methods we employ range from community-based participatory research to advanced data analysis, and we frequently use mixed methods approaches that integrate qualitative and quantitative data to inform our findings and recommendations.

Our values are front and center in all that we do: People with lived experience of receiving mental health and substance use services should drive change, as external partners (e.g. advisors, advocates) and internal leaders (e.g. service providers, executive leadership). We embrace and promote person-centered, trauma-informed, culturally responsive practices, and we hold that good and modern behavioral health systems should emphasize equity, self-determination, and inclusion.

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NOTE 2 *(Continued)*

The behavioral health team has: conducted needs assessment to identify service needs at the national, state and local levels; identified, implemented and evaluated evidence-based practices and promising practices in the areas of housing, employment, case management, integrated services, peer-operated services, etc.; evaluated the cultural competency of services; developed computerized budget simulation and resource allocation models for projecting the costs and potential cost offsets of implementing jail or prison diversion programs for offenders with mental illness; and have conducted synthetic estimations and other techniques to assist states and counties prepare for health care reform. The Behavioral Health team also works with health data in building data warehouses and working with states on using this data to track utilization, cost and monitoring quality.

Population Health:

The population health team builds data systems to collect, analyze, and report health care data to improve the quality of health information available for research, policy, and practice. Our data helps health policy makers improve population health and health care delivery and aids consumers in choosing where they receive care. For 20 years, we've analyzed health claims data to generate high-quality insights into population health. Combining that experience with our expertise working with stakeholder groups to collaboratively develop and define quality measures and data metrics (including consumer outcome measures), we now help agencies develop non-proprietary data collection and reporting systems. With our deep understanding of models and systems across the health and human services sectors, we help leverage and enhance existing health claims and other datasets wherever possible.

HSRI works closely with a variety of federal, state and private entities to design, implement, and evaluate health data systems with the goal of providing high-quality data for both system management and research functions. HSRI prides itself on creating health data systems that are responsive to the needs of all stakeholders: funders, data submitters, data users, and the general public. Based on this principle, our health data systems are designed so provider organizations and states can manage their information assets; to facilitate retrieval of relevant information quickly and efficiently; to ensure the reliability of data submitted; to meet the needs of multiple data users related to program oversight, cost monitoring, quality assurance and program evaluation; and to quickly provide those data back to stakeholders in a user-friendly fashion.

We are promoting more effective use of healthcare data to inform and transform public and population health, improve the effectiveness of healthcare markets, and address persistent inequities and disparities in healthcare. To advance equitable solutions, we are working towards health data systems that can disaggregate data by race. When we disaggregate health data by race, our goal is to show the effects of policies and practices that have been shaped by structural racism and other forms of discrimination - and to envision solutions that can create an equitable future for all communities.

Verity Analytics:

Verity Analytics helps policy makers and others improve workflows and make informed policy decisions to drive person-centered outcomes - all while staying compliant with data security requirements. Verity Analytics is a cloud-based business intelligence software that enables users to work more efficiently to monitor system performance and improve workflows. Built to be easily consumed and shared, Verity Analytics provides the foundation to answer big predictive questions, examine policy implications, and coordinate strategies across agencies.

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NOTE 2 *(Continued)*

Whether interacting with the data from your own dashboards, publishing point-in-time extracts, or providing a live interactive demonstration with key stakeholders, these data can help you make data-driven decisions that best serve people.

NOTE 3 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting:

The financial statements of the Human Services Research Institute, Inc. have been prepared on the accrual basis of accounting and accordingly, reflect all significant receivables, payables and other liabilities.

Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles ("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 could differ from those estimates; however, adherence to generally accepted accounting principles, has in management's opinion, resulted in reliable and consistent financial reporting by the Organization.

Fair Value of Financial Instruments:

The Organization reports its fair value measures by using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by generally accepted accounting principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The three levels of inputs used to measure fair value are as follows:

Level 1 - Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.

Level 2 - Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets in markets that are not active; observable inputs other than quoted prices for the asset or liability (for example, interest rate and yield curves); and inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

Level 3 - Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

The primary use of fair value measures in the Organization's financial statements is the recurring measurement of its investments. There have been no changes to this valuation methodology.

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NOTE 3 *(Continued)*

Financial Statement Presentation:

The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. These classifications are related to the existence or absence of donor-imposed restrictions as defined below.

Net Assets Without Donor Restrictions - Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. In addition, net assets within this classification include funds which represent resources designated by the Board of Directors for specific purposes.

Net Assets With Donor Restrictions - Some restrictions are temporary in nature, such as those that are restricted by a donor for use for a particular purpose or in a particular future period. Other restrictions may be perpetual in nature; such as those that are restricted by a donor that the resources be maintained in perpetuity. As of September 30, 2022 and 2021, the Organization has no net assets that are required to be maintained in perpetuity. The Organization's unspent contributions are reported in net assets with donor restrictions if the donor limited their use, as are promised contributions that are not yet due. Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. These restrictions expire when the assets are placed in service.

Accounts Receivable:

Accounts Receivable represents amounts due from grant and contract revenues earned. HSRI carries its accounts receivable at net realizable value. Management periodically reviews specific receivables to determine if any balances are uncollectible. HSRI does not accrue interest on its receivables. A receivable is considered past due if payment has not been received within the stated terms. HSRI will then exhaust all methods to collect the receivable. As of September 30, 2022, and 2021, all receivables were considered fully collectible; accordingly, there is no provision for uncollectible receivables and there was no bad debt expense for the years then ended.

Accrued Receivables:

Accrued Receivables represents amounts due for services provided but not yet invoiced under the terms of the grant or contract.

Property and Equipment:

Property, equipment, furnishing and improvement purchases in excess of $5,000 are capitalized at cost, if purchased, or if donated, at fair value at the date of receipt. Expenditures for maintenance, repairs and renewals are charged to expense as incurred, whereas major betterments are capitalized as additions to property and equipment. Depreciation of property and equipment is computed on a straight-line basis over the following estimated useful lives of the assets, as expressed in terms of years.

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NOTE 3 *(Continued)*

Asset Category	Useful Life
Land	-
Building	40
Furniture and Fixtures	5
Equipment	5

The Organization reviews its investment in real estate for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the real estate to the future net undiscounted cash flow expected to be generated by the property and any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the real estate exceeds the fair value of the property. There were no impairment losses recognized in the years presented.

Investments:

The Organization maintains an investment portfolio which consists of cash, mutual funds and exchange traded products. Investment purchases are recorded at cost, or if donated at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Statements of Financial Position. Net investment return (loss) is reported in the Statements of Activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Cash held in brokerage accounts is reported as investments for purposes of these financial statements. Investments are classified as either short-term or long-term, depending upon the underlying intentions. For the years presented, investments comprise the *Board Designed Operating Reserve Fund*.

Revenue Recognition:

Revenue from grants and contracts is recognized as eligible expenditures are incurred or as deliverable services are provided under the terms of the grant or contract. Under the provisions of certain grants and contracts, HSRI may receive payments in advance and scheduled monthly and quarterly payments which may also be in advance of services rendered and/or costs incurred. Funds received in excess of amounts earned, are recorded as *Advance Billings*, a contract liability in the accompanying Statements of Financial Position.

HSRI follows the below five-step process for revenue recognition for its *Contract and Grant Funded Research:*

1. Identify the contract with the customer
2. Identify the performance obligations within the contract
3. Determine the overall transaction price for the contract
4. Allocate the transaction price to the performance obligations
5. Recognize revenue when performance obligations are satisfied

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NOTE 3 *(Continued)*

Performance obligations are determined based on the nature of the services provided by the Organization in accordance with the contract. Revenue for performance obligations satisfied over time is recognized ratably over the period based on time elapsed. The Organization believes this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Revenues from consulting are recognized as the services are performed. Revenue for performance obligations satisfied at a point in time is generally recognized when goods or services are provided to customers at a single point in time and the Organization does not believe it is required to provide additional services related to that agreement or portion thereof. The Organization determines the transaction price based on standard charges for services provided. The Organization's revenue streams do not have significant financing components or contract costs.

Gifts, Grants and Contributions:

The Organization is the beneficiary of contributions in the form of grants from other organizations, governmental agencies, donations of cash and financial assets from individuals and contributions of nonfinancial assets. Contributions, including promises to give, without donor conditions are recognized as revenue at their estimated fair value at the date of donation and classified as either with or without donor restrictions depending on the donor's stipulations or lack thereof. Unconditional, multi-year commitments are recognized in the year during which the initial commitment is made at the amount that the Organization reasonably expects to collect. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved when such amounts are considered material. Amounts receivable from donors are evaluated yearly for collectability and an allowance for uncollectible pledges is recorded as necessary.

Support that is restricted by the donor is reported as an increase in net assets with donor restrictions depending on the nature of the restriction until the restriction expires, at which time these amounts are reclassified to net assets without donor restrictions. Donor restricted contributions are classified as net assets without donor restrictions if the restrictions are met in the same reporting period in which the contributions are received.

Conditional donations are those that have a measurable performance or other barrier and include a right of return of the assets or right of release of the donor from further obligation if the conditions are not met. Conditional donations are not recognized until the associated barriers are met. Any cash received before the conditions or barriers are met is reported as a refundable grant advance. When the conditions are met the revenue is reported as contributions without donor restrictions unless there are further restrictions over and above those associated with the donor conditions. In such cases, when the conditions and restrictions are met within the same reporting period, the support is recognized as contributions or grants without donor restrictions.

Donations of Nonfinancial Assets:

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. For the years presented, there were no contributions of goods or services which met the recognition criteria.

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NOTE 3 *(Continued)*

Functional Expenses:

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses which can be identified with a specific program and support service are allocated directly according to their natural expense classification. For the years presented, *Salaries and Wages* and *Payroll Taxes and Benefits* are allocated based on employee time and effort. *Occupancy, Repairs and Maintenance, Depreciation Expense, Equipment Rental* and *Insurance* are allocated based on square footage weighted by employee time and effort. Supporting services are those related to operating and managing the Human Services Research Institute, Inc. and its programs on a day-to-day basis.

Supporting services have been sub-classified as follows:

Administrative - includes all activities related to Human Services Research Institute, Inc.'s internal management and accounting for program services.

Fund Raising - includes all activities related to maintaining contributor information, membership development, distribution of materials and other similar projects related to the procurement of funds for the Organization's programs. For the years presented, there were no fund raising activities or costs.

NOTE 4 PROPERTY AND EQUIPMENT

The following is a summary of *Property and Equipment* as of September 30, 2022 and 2021:

Asset Category	2022	2021
Land	$ 453,540	$ 453,540
Building	1,004,402	1,004,402
Subtotal	1,457,942	1,457,942
Less: Accum. Depreciation and Amortization	(125,550)	(100,440)
Net Property and Equipment	$1,332,392	$1,357,502

Depreciation expense was $25,110 and $25,111 for the years ended September 30, 2022 and 2021, respectively, and is included in *Depreciation Expense* on the Statement of Functional Expenses.

NOTE 5 INVESTMENTS

As of September 30, 2022 and 2021, all investments represent the *Board Designated Operating Reserve Fund* and are classified as long-term in the accompanying Statements of Financial Position. Investments consisted of the following components:

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NOTE 5 *(Continued)*

Investment Type	September 30, 2022 Fair Value (Level 1)	Total Investments
Equity Mutual Funds	$ 251,474	$ 251,474
Bond Mutual Funds	270,719	270,719
Exchange-Traded Equity Funds	799,948	799,948
Exchange-Traded Bonds Funds	34,292	34,292
Cash and Cash Equivalents	-	16,435
Total	$1,356,433	$1,372,868

Investment Type	September 30, 2021 Fair Value (Level 1)	Total Investments
Equity Mutual Funds	$ 605,485	$ 605,485
Bond Mutual Funds	620,394	620,394
Exchange-Traded Equity Funds	422,748	422,748
Exchange-Traded Bonds Funds	42,330	42,330
Cash and Cash Equivalents	-	18,643
Total	$1,690,957	$1,709,600

HSRI uses the following ways to determine the fair value of its investments:

Mutual Funds and Exchange-Traded Products: Determined by the published closing price on the last business day of the fiscal year.

NOTE 6 DEBT

Seller-Financed Debt:

In connection with the acquisition of real estate, HSRI issued a mortgage note and a promissory note to the sellers of the property with the following terms and conditions. The Organization's Founder and President Emeritus, together with her spouse, hold a promissory note dated October 12, 2017 in the original amount of $965,771. The promissory note is secured by a first priority mortgage on the underlying property, subject to interest at the annual rate of 2.5%, and payable in monthly installments of $9,104 over a ten-year term, maturing October 12, 2027. As of September 30, 2022, the outstanding balance on the mortgage note was $521,014 and interest paid during FY 2022 and FY 2021 amounted to $14,316 and $16,658, respectively, which is included in *Occupancy* in the accompanying Statements of Functional Expenses.

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NOTE 6 *(Continued)*

The current portion of the debt due in FY 2023 is $91,932, while the subsequent maturities of the long-term portion are scheduled below.

Fiscal Year Ending	Amount
September 30, 2024	$ 99,384
September 30, 2025	101,897
September 30, 2026	104,474
September 30, 2027	107,116
September 30, 2028	16,211
Total	$429,082

Working Capital Line-of-Credit:

HSRI maintains a $500,000 revolving line-of-credit with Century Bank (the "Bank"). Borrowings on the line-of-credit bear interest at a floating rate per annum equal to the Bank's prime lending rate plus 0.5%, which was 6.75% and 3.75% as of September 30, 2022 and 2021, respectively. The note is collateralized by a first priority security interest in all business assets and requires HSRI to maintain its operating cash accounts at the Bank. The line-of-credit is subject to an annual renewal review, and unless renewed, expires on January 31, 2023. There were no borrowings on the line-of-credit during either year presented.

NOTE 7 REVENUE FROM CONTRACTS WITH CUSTOMERS

Future performance obligations under contract agreements are as follows:

Fiscal Year Ending	Amount
September 30, 2023	$12,166,449
September 30, 2024	3,812,868
September 30, 2025	1,521,510
Total	$17,500,827

The change in contract liabilities for future performance obligations arising from contracts with customers, reported as *Advance Billings,* is scheduled below.

Advance Billings	Amount
Advance Billings, October 1, 2020	$ 2,233,336
Revenue Recognized FY 2021	(1,731,073)
Increase in Advance Billings	1,796,497
Advance Billings, September 30, 2021	2,298,760
Revenue Recognized FY 2022	(1,548,773)
Increase in Advance Billings	752,233
Advance Billings, September 30, 2022	$ 1,502,220

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NOTE 8 RETIREMENT PLAN

HSRI sponsors a defined contribution plan (the "Plan") available to all employees meeting certain eligibility requirements. The Plan allows employees to defer a percentage of their salaries. HSRI may contribute up to 5% of the employee's salary. Employer contributions were $254,020 and $236,963 for the years ended September 30, 2022 and 2021, respectively, representing 5% of eligible compensation in each year and is included in *Payroll Taxes and Benefits* in the accompanying Statements of Functional Expenses.

NOTE 9 LEASE OBLIGATIONS

Facilities:

During the years ended September 30, 2022 and 2021, HSRI leased office and program space in Oregon that amounted to $8,044 and $5,700, respectively. The Organization's lease commitments in Oregon ended in March 2022.

HSRI leases additional space in Cambridge, Massachusetts under a lease that expired in July 2021. Thereafter, HSRI has continued to occupy this space on a tenancy-at-will basis. Rent paid under this lease amounted to $60,840 and $63,148 for the years ended September 30, 2022 and 2021, respectively, and HSRI paid a $5,580 security deposit as part of the agreement.

Occupancy, as reported on the Statement of Functional Expenses, includes mortgage interest expense, rent expense, utility costs and common area maintenance costs.

Equipment:

HSRI also leases office equipment under operating leases that expire at various dates through December 2022. The total equipment lease expense was $33,761 and $37,693 for the years ended September 30, 2022 and 2021, respectively, and the remaining obligation of $300 is due in FY 2023.

NOTE 10 COMMITMENTS

Long-Term Contract Commitments:

Contract Revenue

HSRI has been providing contracted technical support and analytic services to build and support a data warehouse under a long-term contract with the State of Maine, Maine Health Data Organization ("MHDO") that initiated in March 2013. The contract, as amended, provided for annual renewals of $1 million through November 30, 2022, subject to MHDO approval, for HSRI to provide ongoing technical support and project management to MHDO. Effective May 1, 2018, HSRI and MDHO executed a contract for HSRI to continue its services for the period of July 1, 2018 through November 30, 2022, with an initial maximum compensation amount of $4,637,000. The contract was amended several times to add additional services, increasing the maximum compensation to $10,113,844 and $6,211,844 as of September 30, 2022 and 2021, respectively. For the years ended September 30, 2022 and 2021, total billings under this contract amounted to $1,915,873 and $1,234,192, respectively. As of September 30, 2022 and 2021, *Advance Billings* in connection with the MHDO contracts amounted to $238,705 and $40,716, for each respective year.

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NOTE 10 *(Continued)*

The balance remaining on the contract was $3,850,599 and $1,632,319 as of September 30, 2022 and 2021, of which amount HSRI anticipates that it will recognize approximately $1,472,724 in FY 2023, $1,678,500 in FY 2024 and $699,375 by the contract termination date of November 30, 2024.

HSRI is also party to a Master Service Agreement with the Center for Improving Value in Health Care ("CIVHC"), a Colorado nonprofit organization. The original agreement for services was for a two-year term expiring on June 30, 2019, at which time the agreement provided for an extension for up to two successive two-year periods. CIVHC and HSRI agreed to extend the term of the agreement through June 30, 2023, for which HSRI is compensated a fixed monthly amount of $100,846 through June 30, 2022 and $104,640 thereafter through June 30, 2023. Total revenue recognized under agreements with CIVHC for the years ended September 30, 2022 and 2021 amounted to $1,318,502 and $1,309,332, respectively. As of September 30, 2022 and 2021, *Advance Billings* in connection with the CIVHC contracts amounted to $62,910 and $20,769, respectively.

Subcontracted Research

In connection with the MHDO contract, HSRI has subcontracted NORC at the University of Chicago ("NORC") to collaborate in the development and ongoing technical support of the data warehouse project. HSRI and NORC entered into a subcontractor agreement effective for the period July 1, 2018 through November 30, 2022, in line with the MHDO project. Under the subcontract agreement, HSRI will compensate NORC for services in the aggregate amount of $1,854,000, payable in specific monthly installments pursuant to a statement of work as defined in the agreement. For the fiscal years ended September 30, 2022 and 2021, payments to NORC in connection with this subcontract agreement amounted to $399,733 and $400,000, respectively, while the balance of the contract is expected to be paid in monthly installments of $33,200 through November 30, 2022.

In connection with the CIVHC contract, HSRI has entered into an additional subcontract agreement with NORC for the four-year period expiring June 30, 2023, with a maximum compensation limit of $1,429,824 payable in monthly installments ranging from $23,246 to $34,650 for the duration of the agreement.

NOTE 11 IMPACT OF COVID-19 AND CARES ACT FUNDING

Impact of COVID-19:

The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of many organizations. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. However, the related financial impact and duration cannot be reasonably estimated at this time. Due to no cost extensions and other temporary suspension of activities in some limited cases, certain current liabilities may be realized more than twelve months from the balance sheet date.

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NOTE 11 *(Continued)*

Paycheck Protection Program:

The Organization received a loan in the amount of $986,900 from Century Bank through the Paycheck Protection Program established by the U.S. CARES Act (the "PPP Loan") on April 30, 2020. The Organization has elected to account for the expected forgivable portion of this loan as a conditional grant commitment as permitted by the AICPA. The Organization applied for and received forgiveness in full of the PPP Loan on August 17, 2021 and recognized $986,900 of grant income for the year ended September 30, 2021.

NOTE 12 CONCENTRATIONS

Cash:

The Organization maintains its depository balances in two financial institutions. Cash balances are insured up to $250,000 per institution by the Federal Deposit Insurance Corporation ("FDIC"). As of September 30, 2022 and 2021, cash balances in excess of the FDIC coverage were $211,224 and $1,727,412, respectively; however, the Organization has not experienced any losses on uninsured cash balances and management considers credit risk on cash to be low.

Investments:

The Organization invests in professionally managed funds that contain various types of marketable securities. The Organization's investments are exposed to various risks, such as fluctuations in market value, and credit risk. Thus, it is at least reasonably possible that changes in the near term could materially affect investment balances. The Organization's investment performance is reviewed by the Board of Directors on a periodic basis.

Advance Billings:

One project represents 43% and 49% of the *Advance Billings* as of September 30, 2022 and 2021, respectively.

Expenses and Payables:

A significant portion of total expenses consists of subcontracted services. Of these services, amounts attributed to one subcontractor represented 48% and 43% of total *Subcontractors and Consultants* expense for the years ended September 30, 2022 and 2021, respectively, and 73% and 74% of *Subcontracts Payable* as of September 30, 2022 and 2021, respectively.

NOTE 13 RELATED PARTY TRANSACTION

Debt:

As further discussed in Note 6, HSRI purchased a facility from an entity which was controlled by former senior HSRI staff members with debt held by one current member of HSRI's staff.

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NOTE 14 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Organization's financial assets, reduced by amounts not available for general expenditure within one year. Financial assets are considered unavailable when illiquid or not convertible to cash within one year or because the governing board has set aside the funds for a specific contingency reserve or a long-term investments.

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs the Organization has a working capital line-of-credit of $500,000, which it could draw upon. See Note 6 for information about the Organization's line-of-credit. Additionally, the Organization has Board-Designated investment funds that, while the Organization does not intend to spend these for general operating purposes within the next year, these amounts could be made available for current operations, if necessary.

For purposes of analyzing resources available to meet general expenditures over a twelve-month period, HSRI considers all expenditures related to its ongoing activities of research programs as well as the conduct of services undertaken to support those activities to be general expenditures.

	2022	2021
Financial Assets:		
Cash	$ 448,236	$ 1,941,868
Accounts Receivable	3,153,490	2,162,593
Accrued Receivables	298,748	88,146
Investments	1,372,868	1,709,600
Total Financial Assets as of September 30,	5,273,342	5,902,207
Less Amounts Not Available to be Used Within One Year:		
Board-Designated Operating Reserve Fund	(1,372,868)	(1,709,600)
Financial Assets Available to Meet General Expenditures Within One Year	$ 3,900,474	$ 4,192,607

NOTE 15 SUBSEQUENT EVENTS

Management is required to consider events subsequent to the financial statement date for potential adjustment to or disclosure in the financial statements. Therefore, Management has evaluated subsequent events through February 2, 2023, the date which the financial statements were available for issue, and noted the below event which met the disclosure criteria:

Subcontract Research Commitment:

Subsequent to year end, effective December 1, 2022, HSRI extended its existing agreement with NORC on the MHDO long-term contract. The extended subcontract agreement is for 12 months with fixed monthly subcontract payments of $38,551, totaling $462,608 through November 30, 2023.

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HSRI

Board of Directors

Steve Day, Chair
Joseph Ray, Vice Chair
Roy Gabriel, Secretary and Treasurer
Maureen Booth
Finn Gardiner
Ruth Luckasson
Sheryl White-Scott

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Alexandra Bonardi, MS(OT), MHA

Vice President, Intellectual and Developmental Disabilities

| www.hsri.org

Profile

Ms. Bonardi has over 30 years of experience with HCBS for people with disabilities. She is the IDD team lead at HSRI and has grown the National Core Indicator's work, elevating participant voice and experience in state-level quality monitoring of HCBS for people with IDD. She has expertise in health outcomes and health services delivery for the population with intellectual and developmental disabilities and is currently supporting federal efforts to identify and align analyses of large dataset to identify the population with IDD for prevalence and health surveillance. She has led participant engagement efforts including community-based participatory research, community focus groups, and a grant-funded Citizen's Jury project with people with IDD developing policy recommendations. She has served as principal investigator for several AHRQ-funded and CDC-funded research projects.

Project Experience

Co-Project Director, *National Center on Advancing Person-Centered Practices and Systems (NCAPPS)*

Funder: **Administration for Community Living (ACL)** | Dates: **2018 – Present**

Contribution: HSRI is leading a Center that provides actionable technical assistance to assist states, tribes, and territories in transforming their LTSS systems by implementing U.S. Department of Health and Human Services policy on person-centered thinking, planning, and practice. Alixe is responsible for managing and overseeing all personnel and project activities.

Co-Facilitator, Federal Interagency Workgroup on people with IDD in Administrative Data

Funder – **Administration for Community Living (ACL)** | Dates: **2017 – Present**

Alixe is working with collaborators in the Administration for Community Living, supporting the establishment of ACL's I/DD Counts Initiative which serves to align and catalyze efforts across federal agencies to use existing and new federal data collection efforts focused on health equity for the population with intellectual and developmental disability.

Senior Advisor, *National Core Indicators -- Intellectual and Developmental Disabilities (NCI-IDD)*

Funder: **State Developmental Disability Agencies** | Dates: **2014 – Present**

Contribution: NCI is a data collection effort designed to assist state Developmental Disability (DD) agencies to collect data on a standard set of performance and outcome measures. States use this data to assess satisfaction and experience with supports, track key outcomes across multiple years,

Education

MHA
Suffolk University
Boston, MA
(Health Administration)

MS (OT)
Columbia University
New York, New NY
(Occupational Therapy)

BSc
McGill University
Montreal, QC
(Human Physiology)

Professional Experience

Vice President, IDD
(2021 – Present)
Director
(2017 – 2021)
Senior Policy Specialist
(2014 – 2017)
Human Services Research Institute
Cambridge, MA

Assistant Professor
(2003 – Present)
University of Massachusetts Medical School
Worcester, MA

Director
(2010 – 2014)
Center for Developmental Disabilities Evaluation and Research
Waltham, MA

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compare outcomes to other states and the average across states, and improve state human service system performance. Prior to her role as senior advisor, Alixe was the project director for NCI, 2014 – 2021, contributing to the growth all of the NCI implementation and reporting activities including training, survey development, reliability and validity testing, reporting, and technical assistance to states in the use of publicly available results.

Project Coordinator, *Developing HCBS Quality Measures from the National Core Indicators (NCI)*
Funder: **PSC - Administration for Community Living (ACL)** | Dates: **2016 – 2019**
Contribution: HSRI developed measures from NCI for endorsement by the National Quality Forum (NQF). Alixe was responsible for developing subcontracts for partner organizations and consultants, coordinating multi-state technical assistance efforts, and studies required to develop measures for NQF endorsement.

Project Director, *Massachusetts Real Lives Evaluation*
Funder: **MA Department of Developmental Services** | Dates: **2016 – 2019**
Contribution: HSRI conducted a 3-year evaluation of the Massachusetts Department of Developmental Services' implementation of self-directed services for adults with intellectual and developmental disabilities. HSRI's evaluation included a scan of national best practices in self-direction, an examination of training and outreach efforts, and satisfaction of adopters. Alixe was responsible for managing and overseeing all personnel and project activities.

Principal Investigator, *A Citizen's Jury to Develop Recommendations for Autism Data Collection*
Funder: **Agency for Healthcare Research and Quality (AHRQ)** | Dates: **2014 – 2017**
Contribution: Alixe led a project to incorporate stakeholder input into the recommendations for the collection and use of information describing service use by people with autism in Massachusetts. Using a deliberative method – the Citizen's Jury, Alixe facilitated an in-depth examination of ethical and logistical concerns in developing a data-based profile of the population with autism in Massachusetts.

Project Director, *Facilitation of the Vermont Developmental Disabilities Council 5 Year Plan*
Funder: **VTDDC** | Dates: **2016**
Contribution: HSRI supported the completion of a Comprehensive Review and Analysis, the Portrait of State Services, and Analysis of State Issues and Challenges. Alixe directed the compilation of available data sources, facilitated focus groups with stakeholders, and presentation of written and verbal reports to the Developmental Disabilities Council.

Principal Investigator, *An Intervention to Reduce Falls Among Adults with Intellectual Disability*
Funder: **AHRQ** | Dates: **2013 – 2015**
Contribution: This project examined the impact of a community-based falls reduction program targeted at adults with intellectual disabilities who were receiving residential supports. Alixe led all aspects of the evaluation including coordinating with community clinicians who were implementing the intervention, recruiting pilot sites, completing requirements for institutional review board (IRB), and analysis of findings.

Principal Investigator, *A Systematic Review of Oral Health Interventions for People with Intellectual Disability*
Funder: **Centers for Disease Control (CDC)** | Dates: **2012 – 2015**

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Contribution: This project was a multi-phase systematic review of oral health interventions for people with intellectual disability to examine the effect these interventions might have on health disparities. Alixe coordinated a team of researchers and library staff who completed a comprehensive search of the published literature and the gray literature. She arranged with clinicians identified through the American Academy of Developmental Medicine and Dentistry and facilitated an online process so clinicians and researchers could review quality of articles selected for abstraction into a systematic review database. Alixe led the development of a report to the field detailing promising practices in oral health interventions.

Director, *Center for Developmental Disabilities Evaluation and Research (CDDER), E.K. Shriver Center University of Massachusetts Medical School*

Funder: **Multiple** | Dates: **2011 – 2014 (Director); 2006 – 2011 (Assistant Director); 2001 – 2006 (Research Associate)**

Contribution: As director, Alixe was responsible for operations of a small research center devoted to providing research support and customized policy solutions to Massachusetts Department of Developmental Services and other state developmental disability agencies. She was also responsible for development including grant proposals and responsible for all aspects of client relations including engaging with stakeholders, developing project proposals and budgets, and monitoring contract status.

Principal Investigator, *Developing an Operational Definition of Intellectual Disability for Health Surveillance in the US*

Funder: **CDC** | Dates: **2010 – 2011**

Contribution: Alixe led a national consensus process to detail an operational definition and a stepwise process for identifying the process with intellectual and developmental disability for the purpose of national surveillance. The process incorporated a review of both clinical definitions, those used for eligibility, and a review of all national health surveillance datasets for their potential to provide information regarding the health status of the population with intellectual disability in the United States.

Honors and Awards

Massachusetts Occupational Therapy Association 2013 Catherine Anne Trombly Award for Contribution to Occupational Therapy Education and Research

Fulbright, Ian Axford (New Zealand), Fellow in Public Policy January-August 2009

Fulbright - New Zealand-based project. Independent completion of policy research hosted at the New Zealand Ministry of Health with emphasis on supports and services for people with intellectual disability

MCHB LEND Fellow (2000 – 2001)

Post-graduate Fellowship in Health and Disability Economics and Policy, Leadership Training. E.K. Shriver Center, Waltham MA

Associations

2018 – Present	Associate Editor, Intellectual Disability Journal
2016 – Present	AAIDD Fellow
2012 – Present	Member IASSID
2003 – Present	Editorial Board Member, International Nursing Journal in Intellectual and Developmental Disabilities
2017 – 2021	National Board Member AAIDD

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2016 – 2019	Secretary/Treasurer AAIDD Board of Directors
2008 – 2016	Member AAIDD Health and Wellness Action Group (HWAG)
2013 – 2015	Invited grant review panelist NIDRR DRRP (April 2013, April 2015)
2011	Peer reviewer for New Zealand Ministry of Health national report: Health Indicators for New Zealanders with Intellectual Disability

Member AOTA, MAOT, CAOT (Canadian Assoc. OT), AADMD, AAIDD

Invited Peer reviewer Journal of Policy and Practice in Intellectual Disability, Intellectual and Developmental Disability

Publications and Presentations

Krahn, G., Cargill-Willis, K., Raymond, M., **Bonardi, A.**, Havercamp, S., & Johnson, J. (2023). What are the priorities for health data for adults with intellectual and developmental disabilities? It varies by whom you ask. Journal of Policy and Practice in Intellectual Disabilities, 1–15. https://doi.org/10.1111/jppi.12464

Battis, K., **Bonardi, A.**, Candura, L., & Harrington, K. (2023). Opportunities to Identify Individuals with Intellectual and Developmental Disabilities in Maine Using Administrative Data. Poster presented at the AcademyHealth Annual Research Meeting. Seattle, Washington.

Isvan, N., **Bonardi, A.**, & Hiersteiner, D. (2023). Effects of person-centred planning and practices on the health and well-being of adults with intellectual and developmental disabilities: a multilevel analysis of linked administrative and survey data. *Journal of Intellectual Disability Research*, doi: 10.1111/jir.13015.

Shogren, K.A., **Bonardi, A.**, Cobranchi, C., Krahn, G., Murray, A., Robinson, A., & Havercamp, S.M. (2021). State of the Field: The Need for Self-Report Measures of Health and Quality of Life for People With Intellectual and Developmental Disabilities. The Nisonger RRTC on Health and Function, Kansas University Center on Developmental Disabilities, University of Kansas, Lawrence, KA, Human Services Research Institute, Cambridge, MA, The Ohio State University Nisonger Center, Columbus, OH, and Oregon State University, Corvallis, OR.

Rosencrans, M., Tassé, M.J., Kim, M., Krahn, G.L., **Bonardi, A.**, Rabidoux, P., Bourne, M.L., Havercamp, S.M. (2021). The Ohio State University Nisonger RRTC on Health and Function.

Havercamp, S., Barnhill, J., **Bonardi, A.**, Chapman, R., Cobranchi, C., Fletcher, R., Rabidoux, P., Seeley, J., Shogren, K.A., & Tasse, M. (2021). Straight from the Horse's Mouth: Increasing self-report in mental health assessment in individuals with intellectual disability. Journal of Applied Research in Intellectual Disabilities.

Bradley, V.J., Hiersteiner, D., Li, H., **Bonardi, A.**, & Vegas, L. (2020). "What Do NCI Data Tell Us About the Characteristics and Outcomes of Older Adults with IDD?," Developmental Disabilities Network Journal: Vol. 1 : Iss. 1 , Article 6. Available at: https://digitalcommons.usu.edu/ddnj/vol1/iss1/6

Bonardi, A., Lauer, E., Lulinski, A., Fay, M.L., Morris, A., Nygren, M., & Krahn, G. (2019). Unlocking the Potential of State Level Data: Opportunities to Monitor Health and Related Outcomes in People With Intellectual and Developmental Disabilities. Intellectual and Developmental Disabilities, October 2019, Vol. 57, No. 5, pp. 390-404.

Bonardi, A. (2019). Parents with Intellectual Disability - what do we know from a sample of US States. Presented at International Association for the Scientific Study of Intellectual and Developmental Disability (IASSIDD) World Congress, Glasgow, Scotland.

Bradley, V., Hiersteiner, D., Rotholz, D., Maloney, J., Li, H., **Bonardi, A.**, & Bershadsky, J. (2019). Personal characteristics and outcomes of individuals with developmental disabilities who need support for self-injurious behavior. Journal of Intellectual Disability Research. doi: 10.1111/jir.12518

Bonardi, A., Jones, W., & Magana, S. (2017). Health Equity. Plenary Session at American Association on Intellectual and Developmental Disability Annual Meeting, Hartford, CT.

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Bonardi, A. & Shoemaker, J. (2017). Using National Data to Benchmark State Performance: Collaborative Efforts to Determine Statewide Quality. Invited speaker at Alliance Summit, Black Hawk, CO.

Hiersteiner, D., Bradley, V., Ne'eman, A., Bershadsky, J., & **Bonardi, A.** (2017). Putting the Research in Context: The Life Experience and Outcomes of Adults on the Autism Spectrum Receiving Services in 29 States. Inclusion: March 2017, Vol. 5, No. 1, pp. 45-59.

Bonardi, A., Clifford, C., & Hadar, N. (2017). "A Structured Approach Using the Systematic Review Data Repository (SRDR)." Evaluation Review, vol. 41, no. 2, 2017, pp. 111–129.

Bradley, V. & **Bonardi, A.** (2016). The Development of Cross-Cultural Quality of Life Indicators that Align With the Articles of the Convention on the Rights of People with Disabilities (CRPD). Presentation at the IASSIDD World Congress, in Melbourne, Australia.

Owen, R. **Bonardi, A.**, et. al. (2015). Long Term Services and Supports. Inclusion: December 2015., Vol 3. No. 4, pp 233-241.

Fox, M. H., **Bonardi, A.**, & Krahn, G. L. (2015). Expanding Public Health Surveillance for People with Intellectual and Developmental Disabilities in the United States. International review of research in developmental disabilities, 48(4), 73–114.

Hatton, C., **Bonardi, A.**, Emerson, E., Fox, M.H., Glover, G., Krahn, G., Outlette-Kuntz, H., & Turner, S. (2015). Health Surveillance and People with Intellectual Disabilities. International Review of Research in Developmental Disabilities Health Disparities and Intellectual Disabilities, Hatton, C. & Emerson, E. (eds), Elsevier.

Bonardi, A. & Gardiner, F. (2015). A citizen's jury to develop recommendations for autism data collection. Presentation at American Association on Intellectual and Developmental Disability.

Parish, S. L., Mitra, M., Son, E., **Bonardi, A.**, & Swoboda P. (2014). A national profile of deliveries by women with intellectual disabilities in the US: Maternal characteristics and pregnancy outcomes. European Regional Congress for the International Association for the Scientific Study of Intellectual and Developmental Disabilities (IASSIDD), Vienna, Austria.

Parish, S.L., Mitra, M., Son, E., **Bonardi, A.**, Swoboda, P.T., & Igdalsky, L. (2015). Pregnancy outcomes among US women with intellectual disabilities. American Journal of Intellectual and Developmental Disability, Sept. 2015, 20(5) pp 433-43.

Clifford, C. & **Bonardi, A.** (2014). Systematic Review of Oral Health and People with IDD. Presentation at AADMD Annual Meeting [Special Olympics Scientific Symposium], Princeton, NJ.

Bonardi, A., Lauer, E., Bishop, E., Hill, C., & Kilpatrick, L. (2013). Health Surveillance in the population with Intellectual Disability: case definition in state level data. American Public Health Association 141st Annual Meeting & Expo, Boston, MA.

Houtenville, A.J., Lauer, E., Reichard, A., & **Bonardi, A.** (2013). Health of people with intellectual disabilities: Can it be surveilled through existing data? American Public Health Association 141st Annual Meeting & Expo, Boston, MA.

Lauer, E., **Bonardi, A.**, & Staugaitis, S. (2013). Re: Meeting the needs of patients with learning disabilities. BMJ 2013; 346:f3421.

Bonardi, A. (2013). Assistive technology at the Shriver center: An overview and perspectives. EU Science: Global Challenges, Global Collaborations Conference, Brussels, Belgium.

Dutra, C., **Bonardi, A.**, Lauer. E., & Oxx, S. (2012). An intervention to monitor and reduce fall rates among adults with intellectual disability. Presentation at International Association for the Scientific Study of Intellectual Disabilities 14th World Congress, Halifax, NS.

Bonardi, A., Lauer, E., Taub, S., Beshadsky, J., & Noblett, C. (2011). Public health surveillance of adults with intellectual disability: Building the information and knowledge base. Poster Presentation at the Association of University Centers on Disability (AUCD) Conference, Crystal City, VA.

Bonardi A. (2011). Risk Management in the Delivery of Assistive Technology: Failure modes and effects analysis to manage and anticipate risks in the delivery of AT. Invited presentation to Assistive

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Technology and Service Learning Workshop, funded by National Science Foundation, Yeditepe University, Istanbul, Turkey.

Bonardi, A. & Lauer E. (2011). Operational Definition of Intellectual Disability. Invited presentation, Health Frontier in Intellectual Disability Conference, Bethesda, MD.

Bonardi, A. (2010). Identifying and Reducing the Risk of Falls Presentation at National Association of State Directors of Developmental Disabilities (NASDDDS) -- Reinventing Quality Conference, Baltimore, MD.

O'Grady, J., Tyler, C., Baldor, R., **Bonardi, A.**, & Sullivan, W. (2010). Preventive Screening Guidelines for Adults with Intellectual Disability Panel Presentation. AAIDD Conference, Providence, RI.

Wright, C., **Bonardi, A.**, & Hinkley, A. (2009). Using Data to Understand the Health of Adults with Intellectual Disability in New Zealand. New Zealand Association for the Scientific Study of Intellectual Disability (NZASSID).

Bonardi, A. (2009). The Balance between Choice and Control: Risk Management in New Zealand Intellectual Disability Services. Published by Fulbright New Zealand.

Lauer, E., Staugaitis, S., & **Bonardi, A.** (2007). Analyzing Critical Incident Data to Assess Risk and Improve Services for Adults with Intellectual Disabilities. Poster Presentation at the Commonwealth Medicine Clinical Research Conference.

Bonardi, A., Lauer, E., Grossman, G., & Oxx, S. (2006). Evaluation of the DMR Health Promotion and Coordination Initiative. Poster Presentation at the Commonwealth Medicine Clinical Research Conference.

Mercier, C., Proulx, R., & **Bonardi, A.** (2006). Preventive Care Guidelines for Adults with Intellectual Disabilities (published in French). Actualite Medicale.

Bonardi, A. (2006). Preventive Health Guidelines for Adults with Intellectual Disabilities. Invited symposium presentation, AAMR Conference, Montreal, Canada.

Murphy, D. & **Bonardi, A.** (2006). Wellness Education in Physical Therapy Practices. Poster Presentation, AAMR Conference, Montreal, Canada.

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Cheryl Sartori, MA

Policy Analyst

| www.hsri.org

Profile

Ms. Sartori is a policy analyst at HSRI, working with the developmental disabilities team. She has worked on a variety of projects including the National Quality Enterprise project, which provided technical assistance to states on their quality improvement systems to meet state and federal expectations for home and community-based services. Currently, Cheryl works on the National Core Indicators (NCI), an effort that began in 1997 to develop indicators and benchmarks of performance across state developmental disabilities service systems. She has experience providing trainings and orientations to individuals who perform direct interviews with consumers, families, and others. She is responsible for conducting data analyses and preparing national and state-level reports. She is also responsible for project management and is currently managing budgets for numerous projects.

Project Experience

Policy Analyst, *National Core Indicators – Aging and Disabilities*
Funder: **State Developmental Disability Agencies** | Dates: **2013 – Present**
Contribution: An extension of the National Core Indicators Project, NCI-AD works to assess, compare, and improve programs that provide long-term services and supports to older adults and people with physical disabilities. Cheryl is responsible for providing trainings, conducting interviews and data analysis, as well as writing reports.

Policy Analyst, *Quality Improvement, Quality Councils and Performance Measures in Georgia*
Funder: **State of Georgia, Division of Developmental Disabilities** | Dates: **2012 – Present**
Contribution: Delmarva contracted with HSRI to supplement their work in a variety of ways. First, we assisted with the organization of statewide and regional quality councils that include people with disabilities, families and providers. The councils review important DD performance data and make recommendations to the state. Second, HSRI has assisted in the development of training materials for the states-proposed human rights committees as well as for self-advocates. Third, staff have been involved in the development of a mortality review protocol. Fourth, HSRI has been asked to work with Division and Medicaid to develop performance measures both for the HCBS waiver and for state benchmarks. Finally, HSRI has conducted validation surveys to monitor the integrity of the NCI consumer survey process. Cheryl is responsible for maintaining the database of and reporting on the validation surveys.

Policy Analyst, *Quality Improvement, Quality Councils and Performance Measures in Florida*
Funder: **State of Florida, Medicaid and Developmental Disabilities Agency** | Dates: **2012 – Present**

Education

MA
Northeastern University
Boston, MA
(Teaching)

BS
Northeastern University
Boston, MA
(Human Services)

Professional Experience

Policy Analyst
(2010 – Present)
Project Manager
(2006 – 2010)
Administrative Assistant
(1998 – 2005)
Human Services Research Institute
Cambridge, MA

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Contribution: Qlarant, formerly the Delmarva Foundation, is working with HSRI to assist them in their ongoing work as an external quality assurance resource to the state Medicaid and developmental disabilities agency. HSRI's specific responsibilities include helping to constitute a quality council in the state made up of people with disabilities and family members to review and act on performance data. HSRI has also trained NCI consumer surveyors and developed a validation process to ensure the integrity of the survey process. It is also anticipated that HSRI will work with the Medicaid and operating agencies to develop and/or refine performance indicators and measures for the state HCBS DD waivers. Cheryl is responsible for maintaining the database of and reporting on the validation surveys.

Policy Analyst, *National Core Indicators (NCI)*
Funder: **State Developmental Disability Agencies** | Dates: **2006 – Present**
Contribution: Currently, 46 states participate in NCI, collecting data on a standard set of performance and outcome measures. States use this data to assess satisfaction and experience with supports, track key outcomes across multiple years, compare outcomes to other states and the average across states, and improve DD system performance. Cheryl is responsible for providing trainings, and conducting interviews and data analysis, as well as writing reports.

Policy Analyst, *Massachusetts Real Lives Evaluation*
Funder: **MA Department of Developmental Services** | Dates: **2016 – 2019**
Contribution: HSRI conducted a 3-year evaluation of the Massachusetts Department of Developmental Services implementation of self-directed services for adults with intellectual and developmental disabilities. HSRI's evaluation included a scan of national best practices in self-direction, an examination of training and outreach efforts, and satisfaction of adopters. Cheryl worked on the data analysis and wrote reports, conducted interviews and focus groups, coordinated surveys, and handled the project management aspects of the project including managing the budget, coordinating team meetings, and providing progress reports to DDS.

Policy Analyst, *Evaluation of The Academy for Adult Learning at Temple University*
Funder: **Temple University** | Dates: **2012 – 2014**
Contribution: In response to a request from Temple University, HSRI provided evaluation services for its Academy of Adult Learning, a project of several years' duration that invited, welcomed, and taught young men and women with intellectual and other disabilities on the Temple University campus in Philadelphia. Cheryl assisted with several components: interviews with Temple faculty who were involved in teaching courses in the Academy; a survey and interviews with past participants in the Academy to determine the impact of the Academy on their lives; and a face-to-face focus group to determine what immediate graduates experienced in the Academy as well as discussion of its strengths and areas for improvement.

Project Manager, *National Quality Enterprise*
Funder: **CMS** | Dates: **2005 – 2013**
Contribution: HSRI provided technical assistance to state waiver program staff as part of the National Quality Contractor and, more recently, as part of the National Quality Enterprise. The work was carried out in collaboration with Thomson Reuters (now Truven) and was funded and directed by the Centers for Medicare and Medicaid Services (CMS). Specifically, technical assistance was given to aid state waiver managers to develop and enhance the quality improvement system associated with their home and community-based services. The technical assistance was free to states upon request. CMS also required that some states receive mandatory technical assistance from NQE. NQE staff assisted states with waiver renewals, development of evidence packages, and preparation of performance measures, and have also developed monographs on topics such as sampling and risk management. Cheryl worked

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on project management for this project. Her responsibilities were contacting states to let them know this service was available, scheduling travel, managing the budget, and completing progress reports.

Project Assistant, *Study of Families using Participant Directed Autism Waiver Services*
Funder: **Brandeis University | Dates: 2009 – 2011**
Contribution: In partnership with Brandeis University, HSRI evaluated the user experience and impact of a new waiver service for families to self-direct services of young children with autism. HSRI hired and trained interviewers to administer 77 in-person interviews with family members using the Massachusetts Department of Developmental Services (DDS) new participant-directed autism waiver. Cheryl helped prepare analysis of qualitative data for Brandeis to use in their final report.

Project Assistant, *Delaware Autism Feasibility Study*
Funder: **State of Delaware** | Dates: **2008 – 2009**
Contribution: HSRI conducted a feasibility study for the Delaware Division of Developmental Disabilities Services (DDDS) to determine how the state could enhance its capacity to serve people with diagnoses on the autism spectrum. The review of state service models revealed characteristics of a system that seem to be connected with good quality. Interviews with Delaware stakeholders in many ways mirrored these findings. HSRI used this information to suggest that Delaware adopt a model described as The Delaware Resource Center. Cheryl worked on collecting information from all data sources, including: a review of services provided and models used by other states; interviews with people interested in the autism spectrum in Delaware (providers, state staff, advocates, and families); and a review of documents from Delaware and other states that described the state of the state in terms of serving people on the spectrum.

Policy Analyst, *Organizational Functional Analysis of the Florida Developmental Disabilities Council*
Funder: **FL DD Council** | Dates: **2009 – 2010**
Contribution: HSRI conducted an organizational functional analysis for the DD Council in Florida. The goal of this project was to see how effectively and efficiently the Council was working. The end product for the Council was a report of the efficiency and effectiveness of the range of Council functions and possible suggestions regarding organizational improvements going forward. Cheryl was part of the team that gathered information by conducting interviews, through review of Council documents, with a survey of all staff and members, and through in-person observations.

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Stephanie Giordano, DLP

Co-Director, NCI

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Profile

Dr. Giordano currently serves as a research associate with HSRI and a co-director of the National Core Indicators (NCI). Steph has taken on numerous responsibilities including overseeing trainings for NCI; presenting data findings to various stakeholders; and providing support as a subject matter expert in understanding and using data for strategic planning and decision-making.

Project Experience

Methodologist, *Person-Reported and Health Care Utilization Outcomes of Home and Community Based Care Recipients With and Without Alzheimer's Disease and its Related Dementias*

- Funder: **National Institutes of Health (NIH)** | Dates: **2021 – Present**
  Contribution: HSRI is subcontracting with the University of Minnesota (UMN) to secure and de-identify National Core Indicators – Aging and Disabilities (NCI-AD) data to help the UMN team link NCI-AD data to other datasets. Steph serves as the liaison between UMN and HSRI and is responsible for de-identifying the data. She provides guidance on analyses and interpretation of findings for all aims.

Subject Matter Expert, *National Center for Advancing Person-Centered Practices and Systems (NCAPPS)*

Funder: **Administration for Community Living (ACL)** | Dates: **2019 – Present**

Contribution: HSRI is leading a Center that provides actionable technical assistance to assist states, tribes, and territories in transforming their LTSS systems by implementing U.S. Department of Health and Human Services policy on person-centered thinking, planning, and practice. Steph provides technical assistance to the state of Georgia.

Co-Director, *National Core Indicators – Aging and Disabilities (NCI-AD)*

Funder: **State Medicaid, Aging, and Disability Agencies** | Dates: **2015 – Present**

Contribution: HSRI partners with the ADvancing States on the NCI-AD project. An extension of the National Core Indicators (NCI) project, NCI-AD works to assess, compare, and improve programs that provide long-term services and supports to older adults and people with physical disabilities. Currently, 25 states participate in NCI-AD, collecting data on a standard set of performance and outcome measures. States use this data to assess the performance of their programs and delivery systems in order to improve services for older adults and individuals with physical disabilities. Stephanie supported the development of NCI-AD, including developing, testing, and refining the survey measures and administration protocol. She is responsible

Education

DLP
Northeastern University
Boston, MA
(Doctorate, Law and Policy)

MS
Suffolk University
Boston, MA
(Ethics and Public Policy)

BS
Suffolk University
Boston, MA
(Sociology)

Professional Experience

Co-Director NCI
(2022 – Present)
Research Associate
(2010 – Present)
Policy Analyst
(2010 – 2017)
Human Services Research Institute
Cambridge, MA

Staff Assistant
(2008 – 2010)
Health Administration, Suffolk University
Boston, MA

Clinical Intern
(2009)
Old Colony YMCA
Brockton, MA

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for managing the day-to-day administration of NCI-AD, including communications, coordination with participating states, and technical assistance and coordinating efforts with NCI-IDD. Stephanie participated in a major effort to revise and improve all NCI-IDD surveys to reflect feedback from states, people using services, and current trends in the field. Stephanie manages data administration and oversees analysis for NCI-AD reports. She regularly presents findings at national conferences, and writes data briefs, and supports dissemination of NCI data findings.

Co-Director, *National Core Indicators -- Intellectual and Developmental Disabilities (NCI-IDD)*

Funder: **State Developmental Disability Agencies**| Dates: **2012 – Present**

Contribution: NCI is a data collection effort designed to assist state Developmental Disability (DD) agencies to collect data on a standard set of performance and outcome measures. States use this data to assess satisfaction and experience with supports, track key outcomes across multiple years, compare outcomes to other states and the average across states, and improve state human service system performance. Steph supports reporting and surveyor training, and participated in a major effort to revise and improve all NCI surveys to reflect both feedback from states and current trends in the field.

Project Director, *Quality Improvement, Quality Councils and Performance Measures in Florida*

Funder: **Qlarant**| Dates: **2010 – Present**

Contribution: Qlarant, formerly the Delmarva Foundation, is working with HSRI to assist them in their ongoing work as an external quality assurance resource to the state Medicaid and developmental disabilities agency. HSRI's specific responsibilities include helping to constitute a quality council in the state made up of people with disabilities and family members to review and act on performance data. HSRI has also trained NCI consumer surveyors and developed a validation process to ensure the integrity of the survey process. It is also anticipated that HSRI will work with the Medicaid and operating agencies to develop and/or refine performance indicators and measures for the state HCBS DD waivers. Steph supports data dissemination, prepares and presents data findings and interpretations.

Presentations

Giordano, S., Lam, E. Plasencia, R., & Young, A. (2022). Thank You for Being a Friend: Mental Health and Peer Supports for Older Adults. American Society on Aging Conference, New Orleans, LA.

Giordano, S. & Isvan, N. (2022). Socioeconomic factors, long-term support services and aging or disabled populations. Presented at the National Association of Health Data Organizations Spotlight Series on Health Equity and Disparities.

Bulot, J., **Giordano, S.**, Lam, E. Plasencia, R., & Young, A. (2022). Food Insecurity and Social Determinates of Wellness Among Older Adults. American Society on Aging Conference, New Orleans, LA.

Giordano, S. & Hiersteiner, D. (2021). Using Technology to Survey People Receiving Supports from State Service Systems Lessons from State Service Systems. AAIDD Conference, virtual.

Bonardi, A., **Giordano, S.**, & Hiersteiner, D. (2016). Scaling Up Progressive Practices: What Does NCI Tell Us About System Readiness, Challenges, and Opportunities? Reinventing Quality Conference, Baltimore, MD.

Bershadsky, B., **Giordano, S.**, Hiersteiner, D., & Sartori, C. (2014). Not Silent: Demographics, Quality-of-Life Outcomes and Circumstances of Nonverbal Adults with ID/DD and What Do NCI Data Reveal About Individuals With Intellectual and Developmental Disabilities Who Need Behavior Support? American Association on Intellectual and Developmental Disabilities (AAIDD) Annual Meeting, Orlando, FL.

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Bershadsky, B. & **Giordano, S.** (2013). Who are adults with IDD requiring behavioral supports? National Association for the Dually Diagnosed Conference.

Trainings

Developed and maintains training standards for the following types of training:

Lead Trainer Orientation – National Core Indicators and National Core Indicators – Aging and Disability: Video-based training for State Lead Trainers. Training content includes the role and responsibilities of State Lead Trainers to support valid and reliable data collection.

Full Training – National Core Indicators and National Core Indicators – Aging and Disability: Typically conducted on-site in-person. This training is a requirement for all new surveyors and recommended on an intermittent basis for returning surveyors. The training is a comprehensive full-day review of protocols and strategies for administering the survey. Training also includes strategies for surveying older adults and people with disabilities.

Refresher Training – National Core Indicators and National Core Indicators – Aging and Disability: Video-based training for returning surveyors who have completed a full training. The training is intended to refine surveyor knowledge and skills around survey administration protocol.

Remote Surveying Pilot Training – National Core Indicators: Webinar-based training for surveyors taking part in the NCI Remote Surveying Pilot. This training focuses on the process and protocol for administering the Remote In-Person Survey. Training also includes strategies for surveying people with disabilities via video conference.

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Kate Brady, PhD, ABD

Project Manager

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Profile

Kate Brady, PhD, ABD is project manager for NCAPPS and HCBS Setting Rule Engagement and is particularly excited to grow community response to publicly funded systems of support such that they better fulfill with HSRI's goal of seeing all people living healthy, fulfilling lives as powerful, respected members of society. Kate has worked in the field of disability policy, service, and systems change for nearly two decades. Prior to coming to HSRI, Kate worked as deputy director at the Georgia Council on Disability and has consulted for University Centers of Excellence at both the University of Georgia and the University of Massachusetts, and worked as director of research at the National Organization on Disability. She brings experiences from work across multiple systems including home- and community-based services, vocational rehabilitation, Medicaid, Social Security, and workforce development. Kate thrives leading organizational, team, and individual change through the development and implementation of elaborate research and technical assistance endeavors and is adept at problem identification, process improvement, and program design, implementation, and evaluation.

Project Experience

Project Manager, *National Center on Advancing Person-Centered Practices and Systems (NCAPPS)*

Funder: **Administration for Community Living (ACL)** | Dates: **2022 – Present**

Contribution: HSRI is leading a Center that provides actionable technical assistance to assist states, tribes, and territories in transforming their LTSS systems by implementing U.S. Department of Health and Human Services policy on person-centered thinking, planning, and practice. Kate is responsible for advancing engagement with the HCBS Final Rule, as well as providing project management for technical assistance efforts in select states.

Project Manager, *North Dakota System Change Initiatives*

Funder: **North Dakota Department of Human Services (ND DHS)** | Dates: **2022 – Present**

Contribution: HSRI is supporting the ND DHS in the statewide Person-Centered Practices project and system change initiative by assisting the State in achieving the goals and objectives outlined in its National Center on Advancing Person-Centered Practices and Systems (NCAPPS) Technical Assistance plan. Kate is responsible for developing strategic implementation plans, ensuring that task sequencing remains viable, promoting stakeholder engagement, supporting collaboration and communication among project teams, leading the Person-Centered Practices Self-Assessment process and action plan creation across all divisions and departments, and producing accessible and relatable deliverables.

Education

PhD ABD
University of West Georgia
Carrollton, GA
(Individual, Organizational, and Community Transformation Psychology: Society and Consciousness)

MS
Clemson University
Clemson, GA
(Industrial-Organizational Psychology ABT)

BA
Saint Andrews Presbyterian College
Laurinburg, NC
(Communications and Performing Arts)

Professional Experience

Project Manager
(2022 – Present)
Human Services Research Institute
Cambridge, MA

Deputy Director
(2017 – 2022)
Georgia Council on Developmental Disabilities (GCDD)
Atlanta, GA

Statewide Quality and Innovation Director
(2014 – 2017)
Georgia Vocational Rehabilitation Agency (GVRA)
Atlanta, GA

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Publications and Presentations

Publications

Brady, K., Roder, A., & Marrone, J. (2012). Return to Careers, A national Qualitative Inquiry into the Career Experiences, Interests, and Support Needs of Veterans returning from Iraq and Afghanistan with Post Traumatic Stress and/or Traumatic Brain Injuries.
http://nod.org/research_publications/wwc_vets/return_to_careers

Citron, T., Brooks-Lane, N. Crandell, D., & **Brady, K.** (2007). A Revolution in the Employment Process for individuals with Disabilities: Customized Employment as the Catalyst for Systems Change. Journal of Vocational Rehabilitation.

Stephens, B.R. & **Brady, K.**, (2000). Contrast Gain Control and Individual Differences in Perceived Contrast. Investigative Ophthalmology and Visual Science, 41 (4), p. S802, (Abstract). Paper presented at the meetings of the Association for Research in Vision and Ophthalmology, Ft. Lauderdale, FL.

Stephens, B.R. & **Brady, K.** (2001). Recruitment and Contrast Perception. Paper accepted for presentation at the meetings of the Association for Research in Vision and Ophthalmology, Ft. Lauderdale, FL.

Presentations

Brady, K. (2012). Career Interests and Supports Needs of Veterans with PTSD. Collaborative on Community Inclusion of Individuals with Psychiatric Disabilities, National Conference presentation, Philadelphia, PA.

Cassidy, P. & **Brady, K.** (2007). Employment in Your Community: Effective Tools, Collaborations and Outcomes for People with Disabilities. Georgia Statewide Employment Workshop Series, Athens, GA.

Brady, K. & Coleman, C. (2006). Customized Self-Employment Tools and Outcomes. GA DOL, Jekyll Island, GA.

Griffin, C., Geary, T., & **Brady, K.** (2005). Systems Change within the WIA Onestop System at APSE, Athens, GA.

Brady, K. & Johnson, L. (2005). Customized Employment Outcomes and Strategies at ACES, Atlanta, GA.

Brady, K. & Slade, K. (2005). Universal Access and Customized Employment in WIA Onestops. SETA, Marietta, GA.

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Human Services Research Institute

Key Personnel
September 1, 2023 – June 30, 2024

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alexandra Bonardi	Project Director	$184,916	27%	$49,789
Cheryl Sartori*	Project Manager	$19,882	98%	$19,499
Stephanie Giordano	Training Consultant	$109,667	24%	$26,679
Kate Brady	Engagement Lead	$102,032	25%	$25,515

*Part-time

July 1, 2024 – March 31, 2025

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alexandra Bonardi	Project Director	$190,464	26%	$49,789
Cheryl Sartori*	Project Manager	$20,478	95%	$19,499
Stephanie Giordano	Training Consultant	$112,957	24%	$26,679
Kate Brady	Engagement Lead	$105,093	24%	$25,515

*Part-time