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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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May 16, 2024

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 Public Health Services, to enter into a contract with Brandeis University (VC#392871), Waltham, MA, in the amount of \$184,790 to provide technical assistance and support the development of the State Health Assessment and State Health Improvement Plan, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through June 30, 2026. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2025 and 2026, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-904510-32250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION AND WELLNESS, COMPREHENSIVE CANCER 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog. Svc	90080083	\$44,790
			Subtotal	\$44,790

05-95-90-901010-80110000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PREVENTIVE HEALTH BLOCK GRANT 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	90001021	\$70,000
2026	102-500731	Contracts for Prog Svc	90001021	\$70,000
			Subtotal	\$140,000
			Total	\$184,790

EXPLANATION

The purpose of this request is for to the Contractor to plan and facilitate the New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP) Council (Council) as laid out in RSA 126:87-88. The Contractor will work in direct consultation with the Department and the 40-member Council to implement the SHIP. The SHIP is a framework created to improve the health of the New Hampshire population through focused goals that enhance the well-being of the state. Brandeis University will also be responsible for updating the State Health Assessment (SHA) data on a yearly basis.

The Contractor will work in direct consultation with the Department and Council to provide services that include but are not limited to: identifying, gathering and analyzing publicly available health-related data on an annual basis; coordinating community feedback on the work of the SHIP; scheduling and facilitating 10 Advisory Council meetings per year to facilitate the progress of SHIP work; and aligning Council work with the requirements of RSA 91-A.

The Department will monitor services by ensuring the Contractor:

- Schedules and facilitates 10 Advisory Council meetings per year.
- Provides annual updates of the State Health Assessment.
- Tracks and reports the number of community meetings held with stakeholders to discuss their role in implementing the SHIP.
- Participates in monthly meetings with the Department.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 13, 2024 through April 24, 2024. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 3.3 of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the work of the SHIP Council will be significantly delayed and resources to engage with statewide partners will be limited.

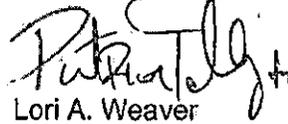
Area served: Statewide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Source of Federal Funds: Assistance Listing Number #93.898, FAIN #NU58DP007115;
ALN 93.991, FAIN NB01TO000025

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 # RFA-2024-DPHS-13-STATE
 Project Title State Health Improvement Plan Facilitation

	Maximum Points Available	Brandeis University	JSI Research & Training, Institute d/b/a Community Health Services	Public Knowledge	Ridgepath Strategies, LLC
Technical					
(Q1) Capacity	300	275	150	200	200
(Q2) Experience	200	165	150	100	100
(Q3) Knowledge	100	100	65	70	75
(Q4) Capability	100	95	50	65	75
TOTAL POINTS	700	635	415	435	450

TOTAL PROPOSED VENDOR COST	<i>Not Applicable - No Cost Proposal for RFA</i>
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Reviewer Name	Title
1 Alia Hayes	SHIP Manager, Cancer Asthma, Tobacco Section
2 Adriane Burke	Cancer Program Manager Cancer, Asthma, Tobacco Section
3 Whitney Hammond	Bureau Chief Prevention & Wellness

Subject: RFA-2024-DPHS-13-STATE-01 (State Health Improvement Plan Facilitation)

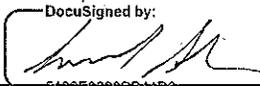
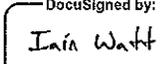
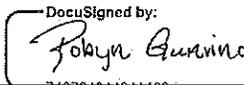
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Brandeis University		1.4 Contractor Address 414 South Street Waltham, MA 02453-2728	
1.5 Contractor Phone Number 781-736-2000	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$184,790
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  <small>5123E0890DB44D0...</small>	Date: 6/5/2024	1.12 Name and Title of Contractor Signatory Samuel Solomon CFO	
1.13 State Agency Signature <small>DocuSigned by:</small>  <small>D778B863F8704C7...</small>	Date: 6/6/2024	1.14 Name and Title of State Agency Signatory Iain Watt Director - DPHS	
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: <small>DocuSigned by:</small>  On: 6/7/2024 <small>748738844941460...</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials 
Date 6/5/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation
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 deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to three (3) additional 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 12.5 as follows:

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

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide technical assistance and support the development of the State Health Assessment and State Health Improvement plan (SHA-SHIP) legislated council.
- 1.2. The Contractor must work in direct consultation with the State Health Assessment and State Health Improvement Plan Advisory Council established by New Hampshire (NH) Revised Statutes Annotated (RSA) 126-A:87, State Health Assessment (SHA) and State Health Improvement Plan (SHIP). The Contractor must work with the legislated council to produce the State Health Assessment and State Health Improvement Plan for New Hampshire.
- 1.3. The Contractor must identify and gather publicly available data on SHA focus areas from the DHHS Data Portal and/or Census data. The information collected must include, but is not limited to:
 - 1.3.1. Community engagement, including volunteerism.
 - 1.3.2. Population health risks and outcomes.
 - 1.3.3. Substance misuse.
 - 1.3.4. Mental health.
 - 1.3.5. Homeless populations.
 - 1.3.6. Environmental health.
 - 1.3.7. Oral health.
 - 1.3.8. Health information technology.
 - 1.3.9. Access to healthcare.
 - 1.3.10. Comprehensiveness of health coverage.
 - 1.3.11. Healthcare costs.
- 1.4. The Contractor must analyze the data collected as identified in Subsection 1.3. and conduct background research to complete an assessment that:
 - 1.4.1. Describes the status of health and well-being in New Hampshire.
 - 1.4.2. Utilize the input from state and local level stakeholders obtained through public forums.
 - 1.4.3. Identifies disparities in social determinants that impact health, health outcomes and access to care.
 - 1.4.4. Maps health care services delivery, utilization, inter-entity collaboration and identification of gaps or redundancies.
 - 1.4.5. Utilizes existing data for statewide and local planning.

DS


6/5/2024

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation**

EXHIBIT B

- 1.4.6. Identifies priorities for the SHIP.
- 1.5. The Contractor must conduct community input and listening sessions approximately three (3) to five (5) times annually to receive feedback on the SHA and SHIP priorities. The Contractor must:
- 1.5.1. Work with the Public Health Network or community organization leads to schedule and plan the sessions;
 - 1.5.2. Develop session materials;
 - 1.5.3. Facilitate the sessions as identified by the Department;
 - 1.5.4. Scribe session meeting notes;
 - 1.5.5. Synthesize findings from the sessions; and
 - 1.5.6. Provide gift cards to community members and stakeholders who are not compensated by another entity for their participation or time committed to this work.
 - 1.5.6.1. The Contractor must offer community members and stakeholders a \$15 gift card for completed surveys related to SHA-SHIP feedback.
 - 1.5.6.2. The Contractor must offer a gift card in the amount of \$25 for a half-day (up to 2 hours) and \$50 for a full day (up to 4 hours) to individuals who participate in feedback or listening sessions.
- 1.6. The Contractor must develop and disseminate SHA-SHIP community surveys to individuals, community-based providers, and advocacy groups as identified by the Department and Advisory Council. The Contractor must:
- 1.6.1. Analyze the survey results; and
 - 1.6.2. Synthesize the finding for inclusions into the SHA-SHIP.
- 1.7. The Contractor must schedule and facilitate 10 Advisory Council meetings per year to advise on SHIP implementation, including, but not limited to:
- 1.7.1. Development of publicly available data sets.
 - 1.7.2. Community feedback on the SHIP.
 - 1.7.3. Identification of priorities based on the SHA.
 - 1.7.4. Evidence-based practices to improve health of the people of New Hampshire.
 - 1.7.5. Strategies to improve health outcomes and reduce inequities.
 - 1.7.6. Methods to strengthen public health and human service delivery systems.

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation**

EXHIBIT B

- 1.7.7. Priorities and evidence-based practices, integration of services and the leveraging of resources statewide.
- 1.8. The Contractor must schedule and coordinate the regular monthly Advisory Council meetings (excluding July and August). The Contractor must ensure activities include, but are not limited to:
 - 1.8.1. Developing and submitting agendas to the Department for approval no later than ten (10) days prior to a scheduled meeting.
 - 1.8.2. Disseminating meeting materials.
 - 1.8.3. Scribing and disseminating meeting notes.
 - 1.8.4. Distributing meeting invitations to stakeholders on a recurring schedule with conflicts identified at least two months prior to allow for an alternative meeting time.
- 1.9. The Contractor must implement community engagement efforts by:
 - 1.9.1. Facilitating meetings of the SHA-SHIP Advisory Council Subcommittee on Community Engagement as needed to support feedback cycles.
 - 1.9.2. Creating protocols and facilitating up to ten (10) community input sessions that can be held virtually.
 - 1.9.3. Conducting qualitative analysis of all data.
 - 1.9.4. Providing written summaries of data collection findings.
- 1.10. The Contractor must submit a work plan within 90 days of the Contract Effective Date.
- 1.11. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department. These meetings must include but are not limited to:
 - 1.11.1. Coordinating monthly council activities with the Department's SHA-SHIP Manager, and others as necessary, including but not limited to:
 - 1.11.1.1. Planning for the next set of monthly meeting materials.
 - 1.11.1.2. Post meeting de-briefing.
 - 1.11.1.3. Documenting needed next steps and adjusting the Work Plan as necessary.
 - 1.11.1.4. Ensuring completed meeting attendance records are provided on a quarterly basis.
 - 1.11.2. Facilitating monthly meetings of the SHA-SHIP Council with materials that are responsive to feedback from members.
 - 1.11.3. Soliciting feedback on a bi-monthly basis to see if council members

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation**

EXHIBIT B

understand the current Council work as well as the next steps.

- 1.11.4. Documenting needed next steps and adjusting the Work Plan as necessary.
- 1.12. The Contractor must ensure Council members are provided an agenda five (5) days prior to a meeting, or as otherwise required by RSA 91-A:3. The Contractor must ensure that meeting materials are shared within five (5) days after a scheduled session, by distributing information electronically to council members through email.
- 1.13. The Contractor must maintain consistent communication with Council members and the Department.
- 1.14. Reporting
 - 1.14.1. The Contractor must submit monthly reports, which include, but are not limited to:
 - 1.14.1.1. Plans and content for the next set of meetings, at least one month prior to the meeting date.
 - 1.14.1.2. Action items to integrate into future SHA-SHIP content.
 - 1.14.1.3. Follow-up items from previous meetings, including highlights, success stories, and calls to action, to be included and distributed via the SHIP monthly newsletter.
 - 1.14.2. The Contractor must submit yearly reports, due at the conclusion of each state fiscal year (June 30th), which includes, but is not limited to:
 - 1.14.2.1. A report on significant improvements or changes in SHA data measures.
 - 1.14.2.2. An examination of new measures prioritized by subject-matter experts, indicating health of people living in New Hampshire, to add to the SHA data examination.
 - 1.14.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 1.15. Confidential Data
 - 1.15.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.15.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's

**New Hampshire Department of Health and Human Services
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Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

- 3.2.1. The Contractor must submit:
 - 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and
 - 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of

**New Hampshire Department of Health and Human Services
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EXHIBIT B

the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers,

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation**

EXHIBIT B

requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

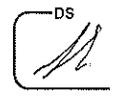
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must 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.

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation
EXHIBIT C**

Payment Terms

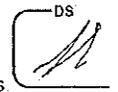
1. This Agreement is funded by:
 - 1.1. 24% Federal funds, Cancer Prevention and Control Program for State, Territorial and Tribal Organization, as awarded on May 18, 2023, by the Center for Disease Control, ALN 93.898, FAIN NU58DP007115.
 - 1.2. 76% Federal funds, Prevention Health and Health Services Block Grant, as awarded on September 11, 2023, by the Centers for Disease Control, ALN 93.991, FAIN NB01TO000025
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-2 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the thirtieth (30th) 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 payroll records 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 DPHSContractBilling@dhhs.nh.gov or mailed to:

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

 DS

**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation
EXHIBIT C**

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 18 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.
 - 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.



**New Hampshire Department of Health and Human Services
State Health Improvement Plan Facilitation
EXHIBIT C**

- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. 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
(Comprehensive Cancer)**

New Hampshire Department of Health and Human Services	
Contractor Name:	Brandeis University
Budget Request for:	State Health Improvement Plan Facilitation
Budget Period	Upon GC approval through June 30, 2025
Indirect Cost Rate (if applicable)	0.36
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$22,938
2. Fringe Benefits	\$7,914
3. Consultants	\$0
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	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$2,082
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$32,934
Total Indirect Costs	\$11,856
TOTAL	\$44,790

Contractor Initials: 

**Exhibit C-2 Budget
(Block Grant)**

New Hampshire Department of Health and Human Services	
Contractor Name:	Brandeis University
Budget Request for:	State Health Improvement Plan Facilitation
Budget Period	Upon GC approval through June 30, 2025
Indirect Cost Rate (if applicable)	0.36
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$35,875
2. Fringe Benefits	\$12,377
3. Consultants	\$0
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	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$3,218
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$51,470
Total Indirect Costs	\$18,530
TOTAL	\$70,000

Contractor Initials: _____

**Exhibit C-3 Budget
(Block Grant)**

New Hampshire Department of Health and Human Services	
Contractor Name:	Brandeis University
Budget Request for:	State Health Improvement Plan Facilitation
Budget Period	July 1, 2025 to June 30, 2026
Indirect Cost Rate (if applicable)	0.36
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$36,751
2. Fringe Benefits	\$12,679
3. Consultants	\$0
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	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$2,040
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$51,470
Total Indirect Costs	\$18,530
TOTAL	\$70,000

Contractor Initials: _____

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

-
- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials

Date 6/5/2024

DS


New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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Exhibit D
Federal Requirements

Contractor's Initials

Date 6/5/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 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 (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.



New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

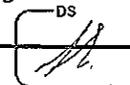
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Exhibit D
Federal Requirements

Contractor's Initials

Date 6/5/2024

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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 Agreement, the Contractor agrees to comply with the provisions indicated above.



New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: MXLZGAMFEKN5
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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:

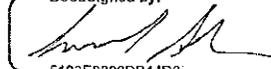
Name: _____ Amount: _____

Contractor Name: Brandeis University

6/5/2024

Date: _____

DocuSigned by:



Name: Samuel Solomon

Title: CFO

New Hampshire Department of Health and Human Services

Exhibit E

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

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

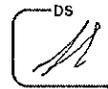
or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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.

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New Hampshire Department of Health and Human Services

Exhibit E

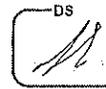
DHHS Information Security Requirements

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.

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DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

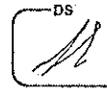
B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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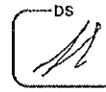
New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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/doiit/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.

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

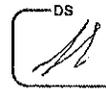
V. LOSS REPORTING

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;

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

State of New Hampshire

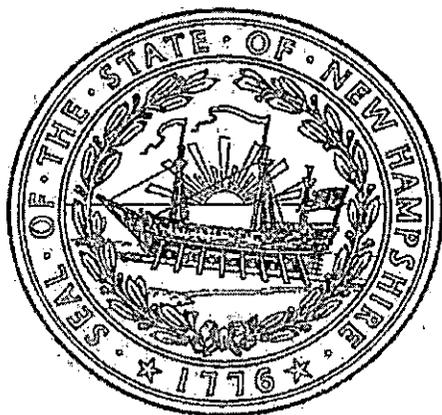
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BRANDEIS UNIVERSITY is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on March 17, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 893140

Certificate Number: 0006352035



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



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

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

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

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

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

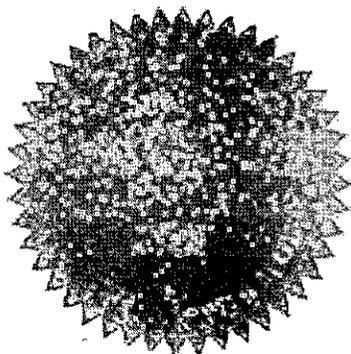
DATED: May 20, 2024

ATTEST:

A handwritten signature in cursive script that reads "Orla C. O'Brien". The signature is written over a horizontal line.

Orla C. O'Brien

Assistant Secretary of the Brandeis University Board of Trustees





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 470 Atlantic Avenue Boston MA 02210		CONTACT NAME: Diane Gould PHONE (A/C, No, Ext): 617-531-7744 E-MAIL ADDRESS: Diane.Gould@ajg.com FAX (A/C, No):	
INSURED Brandeis University 415 South Street Waltham, MA 02453		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: United Educators Ins, a Reciprocal Risk Retention INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11150 10020	

COVERAGES

CERTIFICATE NUMBER: 425872097

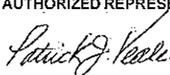
REVISION NUMBER:

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		
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 Self-In GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G61-61H	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 500,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ included	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ included	
							Retention	\$ 500,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	WXWC00055-00	12/14/2023	12/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000
			N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Buffer Liability Excess			G61-61H	6/1/2024	6/1/2025	Limit Retention	2,000,000 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFA-2024-DPHS-13-STATE-01 (State Health Improvement Plan Facilitation)
 Readiness Study for Certified Community Behavioral Health Clinics
 The Liability policy provides \$500,000 per occurrence excess of a self-insured retention of \$500,000

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Brandeis

UNIVERSITY

Office of Research Administration

Mission Statement

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

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

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

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

BRANDEIS UNIVERSITY

Financial Statements

June 30, 2023

(with summarized comparative information for June 30, 2022)

(With Independent Auditor's Report Thereon)



RSM US LLP

Independent Auditor's Report

Board of Trustees
Brandeis University

Opinion

We have audited the financial statements of Brandeis University (the University), which comprise the balance sheets as of June 30, 2023 and 2022, the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the University as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

In performing an audit in accordance with GAAS, we:

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

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

Report on Summarized Comparative Information

We have previously audited the University's June 30, 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 31, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

RSM US LLP

Boston, Massachusetts
October 27, 2023

BRANDEIS UNIVERSITY

Balance Sheet

June 30, 2023

(with comparative information as of June 30, 2022)

(In thousands of dollars)

Assets	2023	2022
Cash and cash equivalents	\$ 46,742	\$ 55,236
Accounts receivable, net	20,937	25,004
Notes receivable, net	3,750	4,728
Contributions receivable, net	18,651	18,526
Long-term investments	1,238,811	1,228,761
Funds held by bond trustee, restricted	-	1,672
Funds held in trust by others and other assets	38,483	34,038
Lease right-of-use assets, net	10,454	7,896
Property, plant, and equipment, net	351,281	351,861
Total assets	\$ 1,729,109	\$ 1,727,722
Liabilities and Net Assets		
Liabilities:		
Accounts payable and accrued liabilities	\$ 31,454	\$ 36,867
Sponsored program advances	13,073	13,044
Student deposits and deferred revenue	8,148	9,593
Lease obligations	11,994	9,330
Other long-term liabilities	17,434	17,353
Long-term debt, net	256,164	268,698
Total liabilities	338,267	354,885
Net assets:		
Without donor restrictions	196,333	190,662
With donor restrictions	1,194,509	1,182,175
Total net assets	1,390,842	1,372,837
Total liabilities and net assets	\$ 1,729,109	\$ 1,727,722

See accompanying notes to financial statements.

BRANDEIS UNIVERSITY

Statement of Activities

Year ended June 30, 2023

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

(In thousands of dollars)

	Net assets without donor restrictions	Net assets with donor restrictions	2023	2022
Operating revenues and other support:				
Tuition and fees (net of financial aid)	\$ 179,867	\$ -	\$ 179,867	\$ 174,692
Residence hall, and dining	50,334	-	50,334	46,341
Net tuition and fees, residence hall, and dining	230,201	-	230,201	221,033
Net assets utilized in operations	27,481	-	27,481	28,048
Sponsored programs – direct	51,905	-	51,905	54,309
Sponsored programs – indirect	16,095	-	16,095	14,767
Other investment income	2,539	-	2,539	623
Investment income from funds held in trust by others	328	-	328	348
Endowment return utilized	63,586	-	63,586	59,313
Other auxiliary enterprises	677	-	677	421
Other sources	10,698	-	10,698	9,198
Total operating revenues and other support	403,510	-	403,510	388,060
Operating expenses:				
Compensation	198,022	-	198,022	190,803
Employee benefits	46,445	-	46,445	47,741
Utilities and general repairs	20,407	-	20,407	20,504
Depreciation	29,776	-	29,776	29,392
Interest	9,747	-	9,747	9,582
Supplies, services, and other	97,263	-	97,263	87,335
Total operating expenses	401,660	-	401,660	385,357
Change in net assets from operating activities	1,850	-	1,850	2,703
Nonoperating activities:				
Net investment return (loss)	5,278	54,407	59,685	(47,347)
Endowment return utilized in operations	(6,951)	(56,635)	(63,586)	(59,313)
Net assets utilized in operations	(8,568)	(18,913)	(27,481)	(28,048)
Net assets released for capital purposes	486	(486)	-	-
Contributions	8,590	34,264	42,854	61,843
Other changes	4,986	(303)	4,683	(4,357)
Change in net assets from nonoperating activities	3,821	12,334	16,155	(77,222)
Change in net assets	5,671	12,334	18,005	(74,519)
Net assets at beginning of year	190,662	1,182,175	1,372,837	1,447,356
Net assets at end of year	\$ 196,333	\$ 1,194,509	\$ 1,390,842	\$ 1,372,837

See accompanying notes to financial statements.

BRANDEIS UNIVERSITY

Statement of Cash Flows

Year ended June 30, 2023

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

(In thousands of dollars)

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Change in net assets	\$ 18,005	\$ (74,519)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization, net	28,366	27,982
Donations of securities	(5,725)	(5,058)
Proceeds from sale of donated securities	1,565	1,938
Net realized and unrealized investment (gain) loss	(61,115)	45,354
Net change from funds held in trust by others	(1,690)	2,182
Loss on disposal of fixed assets	-	2
Contributions restricted for long-term investment	(19,680)	(22,800)
Change in operating assets, net	(1,371)	(13,197)
Change in operating liabilities, net	(5,062)	2,291
Net cash used in operating activities	<u>(46,707)</u>	<u>(35,825)</u>
Cash flows from investing activities:		
Acquisition and construction of property, plant, and equipment	(27,748)	(22,020)
Purchases of investments	(126,247)	(220,203)
Proceeds from sales and maturities of investments	177,273	259,668
Notes receivable issued	(102)	(75)
Notes receivable repaid	1,080	1,580
Net cash provided by investing activities	<u>24,256</u>	<u>18,950</u>
Cash flows from financing activities:		
Principal payments on bonds, notes and leases	(11,594)	(11,077)
Change in funds held by bond trustee	1,672	15,160
Proceeds from sale of donated securities restricted for long-term purposes	4,199	4,374
Contributions restricted for long-term investment	19,680	22,800
Net cash provided by financing activities	<u>13,957</u>	<u>31,257</u>
Change in cash and cash equivalents	(8,494)	14,382
Cash and cash equivalents, beginning of year	55,236	40,854
Cash and cash equivalents, end of year	<u>\$ 46,742</u>	<u>\$ 55,236</u>
Supplemental data:		
Interest paid	\$ 10,553	\$ 11,087
Increase in accrued liabilities attributable to property, plant, and equipment	1,448	782

See accompanying notes to financial statements.

BRANDEIS UNIVERSITY
Notes to Financial Statements
June 30, 2023
(with comparative information for June 30, 2022) –
(In thousands of dollars)

(1) Organization

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

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation

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

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

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

For comparison purposes, the 2023 statement of activities has been presented with 2022 summarized comparative information in total but not by net asset class. This summarized 2022 information is not intended to and does not include sufficient detail to constitute a complete presentation of changes in net assets in conformity with GAAP. Accordingly, such information should be read in conjunction with the University's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

(b) Liquidity Information

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

BRANDEIS UNIVERSITY

Notes to Financial Statements

June 30, 2023

(with comparative information for June 30, 2022)

(In thousands of dollars)

(c) Cash and Cash Equivalents

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

(d) Fair Value

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

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

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

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

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

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

Funds held in trust by others (FHITBO) are perpetual trusts held in perpetuity by external trustees, as specified by the donors, and are reported by the University at fair value based on the underlying assets held by the trust. These assets are considered to be Level 3 within the fair value hierarchy. Trust income is distributed at least annually to the University in accordance with the terms of the trusts and is recorded as investment income. Changes in the fair value of the trusts are recorded as increases or decreases to net assets with donor restrictions and are included in net investment return (loss). The University had \$11,372 and \$9,683 of FHITBO as of June 30, 2023 and 2022, respectively. Other assets include prepayments, inventories, and deferral of qualifying cloud computing arrangement implementation costs.

(f) Leasing

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

BRANDEIS UNIVERSITY

Notes to Financial Statements

June 30, 2023

(with comparative information for June 30, 2022)

(In thousands of dollars)

Lease right-of-use assets represent the University's right to use an underlying asset for the lease term. Lease obligations represent the University's liability to make lease payments arising from the lease. Operating and finance lease right-of-use assets and related obligations are recognized at commencement date based on the present value of lease payments over the lease term. To determine the present value of lease payments, the University made an accounting policy election to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date. The value of an option to extend or terminate a lease is reflected to the extent it is reasonably certain management will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Interest expense is recognized as a component of the lease payment for finance leases.

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

(g) Property, Plant, and Equipment

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

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

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

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. When events or changes in circumstances indicate an asset may not be recoverable, the impairment loss recognized is the amount by which the asset's net carrying value exceeds its estimated fair value. As of June 30, 2023 and 2022, no impairment indicators were identified.

(h) Other Long-Term Liabilities

Other long-term liabilities include liabilities associated with asset retirement obligations arising from regulatory requirements to perform certain asset retirement activities, primarily asbestos removal, at or prior to disposal of certain property. As of June 30, 2023 and 2022, the estimated liabilities were \$6,160 and \$6,011, respectively. In addition, the University carries a liability related to refundable advances received under the Federal Perkins Loan Program (the Program) as discussed in note 6. As of June 30, 2023 and 2022, those liabilities were \$1,362 and \$1,717, respectively.

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

BRANDEIS UNIVERSITY
Notes to Financial Statements
June 30, 2023
(with comparative information for June 30, 2022)
(In thousands of dollars)

(i) Charitable Remainder Trusts

The University is the beneficiary of a number of gift annuities and charitable remainder trusts, which are included in long-term investments on the balance sheet. The University initially recognizes a contribution as well as an interest in the underlying investment from which a specified amount, or percentage, of the fair value of the trusts' assets is paid to the donor or named beneficiary each year. Actuarial methods are used to calculate that portion of the investment representing the present value of the liability to the donor and that portion representing the contribution. Net contribution revenue recognized under such agreements was \$175 and \$392 for the years ended June 30, 2023 and 2022, respectively.

The fair value of interests in gift annuities and charitable remainder trusts is based on quoted market prices of underlying investments, which amount to \$20,821 and \$21,730 for the years ended June 30, 2023 and 2022, respectively.

The fair value of the liability on gift annuities and charitable remainder trusts is based on present value techniques and assumptions including life expectancy and estimated rate of return. Liabilities to the donors are recorded at the present value of the estimated future payments to be distributed over the life of the donor or named beneficiary, which amount to \$9,236 and \$9,625 for the years ended June 30, 2023 and 2022, respectively. These liabilities are valued on a recurring basis and are considered to be Level 2 within the fair value hierarchy.

(j) Revenue Recognition

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

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

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

(k) Contributions and Sponsored Programs

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

BRANDEIS UNIVERSITY

Notes to Financial Statements

June 30, 2023

(with comparative information for June 30, 2022)

(In thousands of dollars)

Contributions without donor restrictions and contributions with donor restrictions for which time or purpose restrictions have been met are reclassified to operating activities as net assets utilized in operations, unless the purpose is capital in nature. For the years ended June 30, 2023 and 2022, net assets utilized in operations include \$18,913 and \$18,556 of net assets released from restrictions, respectively. Contributions for capital purposes are reported as nonoperating activities and released from restriction when the related asset is placed into service.

Grants and contracts awarded by federal and other sponsors, which generally are considered nonexchange transactions restricted by sponsors for certain purposes, are recognized as revenue when qualifying expenditures are incurred or other conditions under the agreements are met. The University has elected the simultaneous release policy, which allows a not-for-profit organization to recognize a restricted contribution directly in net assets without donor restrictions if the restriction is met in the same period that the revenue is recognized.

Federal and other sponsored grants and contracts may be subject to fiscal funding clauses or annual appropriations. Conditional awards related to Federal and other sponsored programs of \$75,090 and \$67,265 as of June 30, 2023 and June 30, 2022, respectively, are not recorded in the financial statements.

(l) Allocation of Expenses

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

(m) Fundraising Expenses

Fundraising expense was \$11,255 and \$12,333 for the years ended June 30, 2023 and 2022, respectively, and is classified as institutional support in note 4.

(n) Income Taxes

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

(o) Collections

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

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(p) Nonoperating Activities

Nonoperating activities reflect all contributions, transactions of a long-term investment or capital in nature, investment return net of appropriations for current operational support in accordance with the University's endowment spending policy, collection of artwork, and other net asset changes resulting from transactions that do not arise from or currently affect operations, including one-time non-structural costs.

Other changes in the non-operating section of statement of activities include Federal Emergency Management Agency (FEMA) reimbursements for COVID-19 costs.

(q) Estimates

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

(r) Related-Party Transactions

Members of the Board and senior management may, from time to time, be associated either directly or indirectly with companies doing business with the University. The University has a written conflict of interest policy that requires each individual to certify compliance with such policy on an annual basis as well as disclose any potential related-party transactions. When such a relationship exists, measures are taken to mitigate any actual or perceived conflict, including requiring that such transactions be conducted at arms' length, with terms that are fair and reasonable to and for the benefit of the University. As of June 30, 2023 and 2022, there were no material related party transactions identified. The University has \$1,552 and \$1,331 in unsecured related party contributions receivables as of June 30, 2023 and 2022, respectively.

(s) Subsequent Events

The University evaluates subsequent events for potential recognition or disclosure through October 27, 2023, the date in which the financial statements were issued.

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

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

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

	<u>2023</u>	<u>2022</u>
Tuition and fees	\$ 296,830	\$ 289,720
Less scholarships and financial aid	(116,963)	(115,028)
Tuition and fees, net	<u>179,867</u>	<u>174,692</u>
Residence hall and dining	50,334	46,341
Tuition and fees, residence hall and dining revenues	<u>\$ 230,201</u>	<u>\$ 221,033</u>

Revenues recognized in the year ended June 30, 2023 and 2022, that were included in student deposits and deferred revenue in prior years are \$7,596 and \$5,960, respectively.

(4) Analysis of Expenses

Expenses by functional and natural classification for the year ended June 30, 2023 consist of the following:

	<u>Instruction</u>	<u>Sponsored Programs</u>	<u>Academic Support</u>	<u>Student Services</u>	<u>Auxiliary Enterprises</u>	<u>Institutional Support</u>	<u>Total</u>
Compensation	\$ 85,645	\$ 29,146	\$ 29,626	\$ 19,163	\$ 4,488	\$ 29,954	\$ 198,022
Employee benefits	21,357	6,218	7,474	4,448	1,114	5,834	46,445
Utilities and general repairs	4,070	2,741	1,872	2,949	6,337	2,438	20,407
Depreciation	6,080	4,139	2,703	4,325	9,128	3,401	29,776
Interest	1,898	1,292	896	1,350	2,849	1,462	9,747
Supplies, services, and other	16,559	15,876	17,041	8,985	19,310	19,492	97,263
Total	<u>\$ 135,609</u>	<u>\$ 59,412</u>	<u>\$ 59,612</u>	<u>\$ 41,220</u>	<u>\$ 43,226</u>	<u>\$ 62,581</u>	<u>\$ 401,660</u>

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

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

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

BRANDEIS UNIVERSITY

Notes to Financial Statements

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(with comparative information for June 30, 2022)

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(5) Accounts Receivable

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

	<u>2023</u>	<u>2022</u>
Student receivables	\$ 3,154	\$ 2,759
Sponsored program receivables	11,818	16,279
Other	6,790	6,958
	<u>21,762</u>	<u>25,996</u>
Less allowance for doubtful accounts	(825)	(992)
Accounts receivable, net	<u>\$ 20,937</u>	<u>\$ 25,004</u>

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

(6) Notes Receivable

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

	<u>2023</u>	<u>2022</u>
Federal Perkins loan program	\$ 1,217	\$ 1,619
University student loan programs	6,557	7,031
	<u>7,774</u>	<u>8,650</u>
Less allowance for doubtful loans	(4,024)	(3,922)
Notes receivable, net	<u>\$ 3,750</u>	<u>\$ 4,728</u>

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

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(7) Contributions Receivable

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

	2023	2022
Amounts due in:		
Less than one year	\$ 8,717	\$ 10,093
Between one and five years	11,660	10,075
More than five years	100	400
Gross contributions receivable	20,477	20,568
Less:		
Allowance for unfulfilled contributions	(1,031)	(1,822)
Discount, at rates from 0.29% to 4.13%	(795)	(220)
Contributions receivable, net	\$ 18,651	\$ 18,526

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

As of June 30, 2023, and 2022, over 75% of the University's gross contributions receivable was due from fifteen and ten donors, respectively.

(8) Long-Term Investments

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

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

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Investments are reported at estimated fair value. If an investment is held directly by the University and an active market with quoted prices exists, the market price of an identical security is used as the reported fair value. Reported fair values for shares in registered mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The University's interests in alternative investment funds are generally reported at NAV reported by fund managers, which are used as a practical expedient to estimate the fair value of the University's interests therein, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of June 30, 2023 and 2022, the University had no plans or intentions to sell investments at amounts different from NAV. Registered mutual funds are classified in Level 1 of the fair value hierarchy.

The University's long-term investments at June 30, 2023 are summarized in the following table by strategy and, as applicable, their fair value hierarchy classification:

	Investments measured at NAV / Other*	Investments classified in fair value hierarchy			Total
		Level 1	Level 2	Level 3	
Endowment investments:					
Global equity	\$ 78,586	\$ 37	\$ -	\$ -	\$ 78,623
Non-U.S. equity	222,120	218	-	-	222,338
Private equity	298,859	-	-	-	298,859
Hedge fund/credit:					
Credit – private	174	-	-	-	174
Hedge funds – long/short	174,284	-	-	-	174,284
Hedge funds – multi strategy	180,013	-	-	-	180,013
Real assets – private	156,575	-	-	-	156,575
Cash and cash equivalents*	4,058	-	-	-	4,058
Receivable for investments sold*	441	-	-	-	441
Treasuries and fixed income	-	100,852	-	-	100,852
Total endowment investments	<u>1,115,110</u>	<u>101,107</u>	<u>-</u>	<u>-</u>	<u>1,216,217</u>
Other investments:					
Mutual funds	-	22,594	-	-	22,594
Total other investments	<u>-</u>	<u>22,594</u>	<u>-</u>	<u>-</u>	<u>22,594</u>
Total long-term investments	<u>\$ 1,115,110</u>	<u>\$ 123,701</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,238,811</u>

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

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(with comparative information for June 30, 2022)

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

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

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

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(with comparative information for June 30, 2022)

(In thousands of dollars)

(a) Investment Liquidity

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

	June 30, 2023					
	Daily	Monthly	Quarterly	Annual	Illiquid	Total
Cash equivalents	\$ 4,058	\$ -	\$ -	\$ -	\$ -	\$ 4,058
Receivable for investments sold	-	-	-	441	-	441
Treasuries, fixed income and mutual funds	122,551	-	-	-	895	123,446
Equities	255	33,809	9,111	93,961	462,684	599,820
Hedge funds	-	-	44,024	123,591	186,856	354,471
Real assets	-	-	-	-	156,575	156,575
Total	<u>\$ 126,864</u>	<u>\$ 33,809</u>	<u>\$ 53,135</u>	<u>\$ 217,993</u>	<u>\$ 807,010</u>	<u>\$ 1,238,811</u>

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

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

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The University has certain investments with a fair value of \$64,277 at June 30, 2023 that have restricted redemptions for lock-up periods. Some of the investments with redemption restrictions allow earlier redemption for specified fees. The expiration of redemption lock-up period amounts are summarized in the table below:

Fiscal year	Amount
2024	\$ 27,262
2025	7,642
2026	28,408
2027	965
Total	\$ 64,277

(b) Commitments

Private credit, private equity, and real asset investments are generally made through limited partnerships. Under the terms of these agreements, the University is obligated to remit additional funding periodically as capital is called by the manager. These partnerships have a limited existence, generally between ten and fifteen years, and provide for annual one-year extensions after the initial contract period for the purpose of systematically liquidating portfolio positions and returning capital to the investors. However, depending on market conditions, the inability to execute the fund's strategy, and other factors, a manager may extend or reduce the term of a fund from that which was originally anticipated. As a result, the timing and amount of future capital calls expected to be exercised in any particular future year is uncertain. The aggregate amount of unfunded commitments associated with global equities, real assets, and private equity investments as of June 30, 2023 was \$6,571, \$89,318, and \$142,964, respectively.

(c) Derivatives

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

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

The purchase and sale of exchange-traded derivatives require collateral deposits with the Futures Commission Merchant (FCM). Collateral is posted and moved on a daily basis as required by the rules of the exchange on which the derivatives are traded. In the event of the FCM's insolvency, recovery may be limited to the University's pro-rata share of segregated customer funds available. It is possible that the recovery amount could be less than the total cash or other collateral posted. The collateral is generally in the form of debt obligations issued by the U.S. Treasury or cash. Cash collateral and certain securities owned by the University were held at counterparty brokers to collateralize these positions and are included in long-term investments on the balance sheet. As of June 30, 2023 and 2022, the aggregate notional exposure on long-term assets was (\$84,379) and (\$76,927), respectively. The associated unrealized loss on these assets was (\$2,678) and (\$726), respectively, as of June 30, 2023 and 2022. The notional amount of these derivatives is not recorded on the University's financial statements.

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Notes to Financial Statements

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(9) Property, Plant, and Equipment

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

	<u>2023</u>	<u>2022</u>
Land and land improvements	\$ 49,703	\$ 49,400
Buildings	210,225	210,225
Building systems and improvements	464,487	452,293
Equipment, furnishings, and software	162,493	154,219
Leased vehicles and other equipment	3,601	3,068
	<u>890,509</u>	<u>869,205</u>
Less accumulated depreciation	(567,201)	(540,058)
Construction in progress	27,973	22,714
Property, plant, and equipment, net	<u>\$ 351,281</u>	<u>\$ 351,861</u>

Depreciation expense amounted to \$29,776 in 2023 and \$29,392 in 2022. Operation and maintenance expenses amounted to \$26,756 in 2023 and \$25,566 in 2022.

(10) Financial Assets and Liquidity Resources

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

	<u>2023</u>	<u>2022</u>
Financial assets:		
Cash and cash equivalents	\$ 46,742	\$ 55,236
Accounts receivable, net, due within one year	20,937	25,004
Notes receivable, net, due within one year	656	703
Scheduled contributions receivable payments, net, available for operations	2,288	1,530
Funds held by bond trustee	-	1,672
Subsequent year's Board-approved endowment draw	67,182	66,170
Total financial assets available within one year	<u>\$ 137,805</u>	<u>\$ 150,315</u>

The University's working capital and cash flows have seasonal variations during the year attributable to tuition billing and a concentration of contributions received at calendar and fiscal year ends. To manage liquidity, the University has other liquidity resources including \$70,000 in bank lines of credit as described in note 12. In addition, the quasi endowment of \$106,526 can be made available for general expenditures with approval from the Board, subject to investment liquidity provisions.

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(11) Long-Term Debt

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

	<u>2023</u>	<u>2022</u>
MDFA Revenue Bonds, Brandeis University Issue 2018 Series S-1, at interest rate of 5.00% maturing in annual installments from October 1, 2020 through October 1, 2040	\$ 95,490	\$ 102,820
MDFA Revenue Bonds, Brandeis University Issue 2018 Series S-2, at interest rate of 5.00% maturing in annual installments from October 1, 2029 through October 1, 2034	36,905	36,905
MDFA Revenue Bonds, Brandeis University Issue 2018 Series R, at interest rate of 5.00% maturing in annual installments from October 1, 2019 through October 1, 2039	31,205	32,360
MDFA Revenue Bonds, Brandeis University Issue, 2017 Series Q, at interest rate of 2.58% maturing in annual installments from October 1, 2017 through April 1, 2032, at which time a balloon payment of \$13,200 will be due.	17,825	18,250
TD Bank note at interest rate of 3.68% maturing in annual installments from October 1, 2017 through June 1, 2032, at which time a balloon payment of \$19,125 will be due.	26,325	27,000
MDFA Revenue Bonds, Brandeis University Issue 2013 Series P-2; at interest rates of 2.35%, maturing in annual installments from October 1, 2013 through July 1, 2033	14,245	15,315
MDFA Revenue Bonds, Brandeis University Issue 2013 Series P-1, at interest rates of 2.72%, maturing in annual installments from October 1, 2017 through April 1, 2043	12,642	13,110
Total	<u>234,637</u>	<u>245,760</u>
Unamortized premium, net	23,090	24,610
Unamortized issuance costs	(1,563)	(1,672)
Long-term debt, net	<u>\$ 256,164</u>	<u>\$ 268,698</u>

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The University's principal payment obligations as of June 30, 2023 are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2024	\$ 11,656
2025	12,050
2026	12,619
2027	13,213
2028	14,011
Thereafter	171,088
	<u>\$ 234,637</u>

Interest expense for the years ended June 30, 2023 and 2022 was \$8,928 and \$9,417, respectively. There were no capitalized interest costs in 2023 and 2022.

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

(12) Line of Credit

The University has a \$35,000 line of credit with JPMorgan Chase Bank, N.A. at an interest rate of Adjusted Term Secured Overnight Financing Rate (SOFR) plus 65 basis points. The Adjusted Term SOFR is equal to the Term SOFR plus 10 basis points. This agreement expires on March 14, 2024. The University also maintains a \$35,000 line of credit with Eastern Bank at an interest rate of Adjusted SOFR plus 95 basis points. The Adjusted SOFR is equal to SOFR plus 11 basis points. This agreement expires on May 1, 2025. As of June 30, 2023 and 2022, there were no borrowings against either line of credit.

(13) Net Assets with Donor Restrictions

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

<u>Detail of net assets</u>	<u>2023</u>	<u>2022</u>
Restricted contributions	\$ 31,571	\$ 33,363
Contributions receivable, net	18,651	18,526
Endowment	1,103,708	1,091,275
Student loans	2,605	2,709
Life income and annuity funds	12,941	12,873
Funds held in trust by others	11,372	9,683
Physical plant and other	515	978
Unexpended endowment income	13,146	12,768
Total net assets with donor-imposed restrictions	<u>\$ 1,194,509</u>	<u>\$ 1,182,175</u>

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

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(14) Endowments

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

If the fair value of an individual donor restricted endowment fund balance falls below its corpus, that fund is considered to be "underwater." As of June 30, 2023 and 2022, funds with a corpus of \$31,265 and \$16,837 were "underwater" by \$1,557 and \$1,122, respectively.

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

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

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

BRANDEIS UNIVERSITY
Notes to Financial Statements
June 30, 2023
(with comparative information for June 30, 2022)
(In thousands of dollars)

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

	2023				Total funds as of June 30, 2023
	Without donor restrictions	With donor restrictions			
		Original gift	Accumulated returns	Total	
Donor restricted:					
Financial aid	\$ -	\$ 334,288	\$ 79,619	\$ 413,907	\$ 413,907
Department programs and support	-	442,180	237,926	680,106	680,106
Quasi (board-designated):					
Financial aid	38,796	-	-	-	38,796
Department programs and support	73,713	9,695	-	9,695	83,408
Total	<u>\$ 112,509</u>	<u>\$ 786,163</u>	<u>\$ 317,545</u>	<u>\$ 1,103,708</u>	<u>\$ 1,216,217</u>
	2022				Total funds as of June 30, 2022
	Without donor restrictions	With donor restrictions			
		Original gift	Accumulated returns	Total	
Donor restricted:					
Financial aid	\$ -	\$ 326,210	\$ 83,915	\$ 410,125	\$ 410,125
Department programs and support	-	429,254	242,201	671,455	671,455
Quasi (board-designated):					
Financial aid	39,231	-	-	-	39,231
Department programs and support	74,662	9,695	-	9,695	84,357
Total	<u>\$ 113,893</u>	<u>\$ 765,159</u>	<u>\$ 326,116</u>	<u>\$ 1,091,275</u>	<u>\$ 1,205,168</u>

Changes in endowment and quasi-endowment funds for the year ended June 30, 2023 are as follows:

	Without donor restrictions	With donor restrictions	Total
Net assets at June 30, 2022	\$ 113,893	\$ 1,091,275	\$ 1,205,168
Net investment return	5,310	50,678	55,988
Contributions	22	19,535	19,557
Utilized in operations	(6,951)	(56,635)	(63,586)
Unexpended endowment payout	235	(2,614)	(2,379)
Transfers	-	1,469	1,469
Net assets at June 30, 2023	<u>\$ 112,509</u>	<u>\$ 1,103,708</u>	<u>\$ 1,216,217</u>

BRANDEIS UNIVERSITY

Notes to Financial Statements

June 30, 2023

(with comparative information for June 30, 2022)

(In thousands of dollars)

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

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

(15) Retirement Plans

The University participates in defined contribution plans providing retirement benefits for substantially all full-time and regular part-time employees. Under the programs, the University makes monthly contributions, currently 6%–10% of the annual eligible wages of participants, up to defined limits. University contributions are subject to the participants meeting the minimum-employee contributions, age, and service requirements. Additional voluntary contributions by participants are made subject to statutory limits. The University's contribution to the plans totaled \$11,921 and \$11,828 in 2023 and 2022, respectively.

(16) Contingencies

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

The University participates in a self-insured health insurance captive (the "Captive") in order to manage its health insurance costs. Claim amounts for any one individual up to \$300 are covered within a self-funded retention and paid for by the University. Claim amounts exceeding \$300 are shared and paid by the Captive. Management believes that any liability arising from this contingency would not be material to the University's financial position. As of June 30, 2023 and 2022, the University had estimated liabilities, included in accounts payable and accrued liabilities on the balance sheet, for claims incurred but not reported of \$1,746 and \$1,646, respectively. Total premium and self-funded retention costs under the program were \$16,143 and \$19,063 for the years ended June 30, 2023 and 2022, respectively.



BOARD OF TRUSTEES OFFICERS AND MEMBERS, 2023-2024

Lisa R. Kranc '75,
Chair

Senior Vice President (Retired)
AutoZone, Inc.

Daniel J. Jick '79, P'09, P'12
Vice-Chair

Founder and Chief Executive Officer
HighVista Strategies

Cynthia D. Shapira
Vice-Chair

Chair of Pennsylvania's State
System of Higher Education

Curtis H. Tearte '73
Vice-Chair

Chief Executive Officer
Tearte Associates, Inc.

Leslie M. Aronzon '84
Secretary

Former Vice-President
Houlihan, Lokey, Howard & Zukin

Ronald D. Liebowitz, President

Cynthia L. Berenson, G'13

Stephen Berger '59

Founder
Odyssey Investment Partners, LLC

Deborah Bial '87, H'12

Founder and President
Posse Foundation

Daniel H. Blumenthal '85

CEO
Blue River Petcare

Lewis H. Brooks '80, P '16.

Chief Information Officer
DDB Worldwide
President, Alumni Association

Steven M. Bunson '82

Managing Director (Retired)
Goldman, Sachs & Co.

Merle R. Carrus, P'12

Barbara A. Dortch-Okara '71
MA Superior Court Judge (Retired)

Nancy A. Dreyer '72
Chief Scientific Officer and Senior
Vice President at IQVIA

Susan K. Feigenbaum '74, P '08,
P'17

Practice Administrator
Pepose Vision Institute

Madalyn Friedberg

Marjorie Hass,
President
Council of Independent Colleges (CIC)

Ronald L. Kaiserman '63, P'07

President
ShiraMax, Ltd.

Linda Heller Kamm '61

Ellen L. Kaplan '64

Stephen B. Kay, H'08*
Senior Director
Goldman, Sachs & Co.

Martin R. Kupferberg '81, P'19

President and CEO
KEPCO, Inc.

Sylvia M. Neil

Lecturer
University of Chicago Law School

Monique L. Nelson

Chair & CEO
UniWorld Group, Inc.

Gregory A. Petsko

Professor, Brain & Mind Research
Institute, Weill Cornell Medical College

Ronald A. Ratner '69

Stephen R. Reiner '61
Attorney/Consultant

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

Leonard X Rosenberg '89
Partner

Mayer Brown LLP

Jay S. Ruderman '88, H'18

President
Ruderman Family Foundation

Daniel S. Rueven '09

Carol R. Saivetz '69, P'97, P'01

Research Affiliate
Security Studies Program, MIT

Barbara Z. Sander

Mindy L. Schneider '75, P'17

Bram Shapiro

Malcolm L. Sherman, P'83, H'14*

Todd E. Soloway '88 Partner
and Co-Chair Pryor Cashman, LLP

Mark A. Surchin, '78

Partner
Goodmans LLP

Barton J. Winokur, H'01* Partner

Dechert LLP

Bing-Le Wu, PhD'91, P'22

Lewin C. Wright '84

Retired, US Navy

Lan Xue '90, MA'91

Founding Partner
Trivest Advisors

Xiru Zhang, MA'90, PhD'91, P'22

Kristen Faughnan, M.P.A., Senior Research Associate

EDUCATION

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

HIGHLIGHTED EXPERIENCE

Kristen Faughnan is a senior assessment analyst specializing in health assessment and planning, community engagement, and health equity. She has seasoned skills in devising, coordinating, and systemizing input from executive and legislative planning meetings, community listening sessions, and individual interviews. Ms. Faughnan's work has also included engaging underrepresented groups (e.g., unhoused individuals, individuals with substance use and/or mental health disorders, people with developmental and/or intellectual disabilities). She uses mixed-methods approaches to understand community needs and evaluate program outcomes, including assisting with qualitative data analysis and collecting/analyzing publicly available data, including from the New Hampshire DHHS Data Portal and national data sets such as those maintained by the Census Bureau, CDC, SAMHSA, HRSA, the Bureau of Labor Statistics, and other federal agencies. She is also a data analyst with a strong ability to synthesize finding for a variety of audiences. Ms. Faughnan drafts and edits a wide range of materials to support meetings, community forums, and publications, and is a project manager who enhances communication and develops positive relationships at every level.

In addition, Ms. Faughnan is familiar with the state of New Hampshire, having worked with the New Hampshire Bureau of Mental Health Services to assess the state's readiness for Certified Community Behavioral Health Clinic (CCBHC) implementation and support the Bureau's work to develop CCBHC infrastructure. These efforts have included interviewing a wide range of community providers (n=68) and government officials (n=11) to complete a comprehensive assessment.

PROFESSIONAL EXPERIENCE

Senior Research Associate

Brandeis University, Schneider Institutes for Health Policy and Research (2023-Present)

Research Associate

Brandeis University, Schneider Institutes for Health Policy and Research (2016-2023)

Administrative Assistant

Jansen Engineering, PLLC (2015-2016)

Student Consultant

New Orleans Redevelopment Authority (2015)

Policy Intern, Workplace Programs

National Partnership for Women and Families (2014)

SELECTED PUBLICATIONS & PRODUCTS

CCBHC Requirement Scoring Tool. (2024). Microsoft Excel workbook submitted to the New Hampshire Bureau of Mental Health Services. Tested in New Hampshire:

Rhode Island Statewide Community Needs Assessment: Certified Community Behavioral Health Clinic Planning. (2024). Report submitted to the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals & the Rhode Island Executive Office of Health and Human Services.

Buell, J., Faughnan, K., Mazel, S., Zisman-Ilani, Y., Hennig, S., & Nicholson, J. (2023). *Virtual Community Engagement Studio Toolkit: For Researchers and Community Experts Interested in Maternal Behavioral Health and Intellectual and Developmental Disabilities*. Maternal Mental Health Research Collaborative. <https://www.pcori.org/sites/default/files/V-CES-Toolkit-for-Mothers-with-IDDBH.pdf>

Community Needs Assessment 2023 Survey. (2023). Survey tool developed under contract with the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals & the Rhode Island Executive Office of Health and Human Services.

Final Report: New Hampshire CCBHC Readiness Assessment. (2023). Report submitted to the New Hampshire Bureau of Mental Health Services.

Nicholson, J., Mazel, S., Faughnan, K., & Silverman, A. (2023). Mothers with intellectual/developmental disabilities and behavioral health conditions and community experts provide recommendations for treatment/services, systems, and research. *International Journal of Environmental Research and Public Health*, 20(10): 5876. <https://doi.org/10.3390/ijerph20105876>

Massachusetts Health Policy Commission & Heller School for Social Policy and Management. (2022). *SHIFT-Care Challenge: Medication for addiction treatment (MAT) in the emergency department*. <https://www.mass.gov/doc/shift-care-challenge-evaluation-final-report/download>

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

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

Santos, P., Faughnan, K., Prost, C., & Tschampl, C. A. (2021). Systemic barriers to care coordination for marginalized and vulnerable populations. *Journal of Social Distress and Homelessness*, 32(2): 234-247. <https://doi.org/10.1080/10530789.2021.2021361>

Summary of qualitative findings: SHIFT-Care external evaluation. (2021). Report submitted to the Massachusetts Health Policy Commission.

Santos, P., Joglekar, G., Faughnan, K., Darden, J., & Hendrich, A. (2020). Disproportionate preterm delivery among black women: a state-level analysis. *Journal of Racial and Ethnic Health Disparities*, 7(2): 290-297. <https://doi.org/10.1007/s40615-019-00657-x>

Center for Medicare & Medicaid Innovation. (2019). *Assessing and addressing health-related social needs: OCM Learning System, case study #11*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2019). *Building and sustaining high-value patient and family advisory councils: Oncology Care Model Learning System; resource guide #2*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2019). *Decreasing ED utilization: OCM-2 high performers: OCM Learning System case study*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2018). *Caring for the whole patient: Oncology Care Model Learning System, resource guide #1*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2018). *Engaging physicians and care teams in OCM transformation: Oncology Care Model Learning System, case study #5*. Published on OCM Connect.

CPC+ practice spotlight 8: Using Data to Reduce Emergency Department Visits. (2018, January 9). <http://files.constantcontact.com/047f19f3601/38fc1958-7841-4077-a31b-2b95132d8812.pdf>

Santos, P., Joglekar, A., Faughnan, K., Darden, J., Masters, L., Hendrich, A., & McCoy, C. K. (2018). Sustaining and spreading quality improvement: decreasing intrapartum malpractice risk. *Journal of Healthcare Risk Management*, 38: 42-50. <https://doi.org/10.1002/jhrm.21329>

Center for Medicare & Medicaid Innovation. (2017). *OCM case study #1: Reducing potentially avoidable hospitalizations and emergency department utilization*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2017). *Patient and family engagement & shared decision-making: Learning System case study #2*. Published on OCM Connect.

CPC+ practice spotlight 6: Improving quality through eQIM checklists and patient outreach. (2017, November 7). <http://files.constantcontact.com/047f19f3601/8493d0a5-99cf-4a50-87b6-2034d434f57c.pdf>

CPC+ practice spotlight 7: Implementing behavioral health integration: Care management model. (2017, December 19). <http://files.constantcontact.com/047f19f3601/ede1e435-bec6-4593-a5b2-fb1296068922.pdf>

Jessica Lifton, M.P.P., Research Associate II

EDUCATION

- Brandeis University, The Heller School for Social Policy and Management, Waltham, MA: M.P.P. with Behavioral Health Concentration
- Brandeis University, Waltham, MA: B.A. Psychology & Health: Science, Society, and Policy

HIGHLIGHTED EXPERIENCE

Jessica Lifton has led stakeholder engagement activities to complete statewide and regional community needs assessments, using a variety of tested strategies that yielded high participation rates among local officials, healthcare providers, community organizations, first responders, and others. She is also an experienced survey manager. In a recent health assessment, she reached the full scope of stakeholders using a tested methodology created by Dr. Palmira Santos.

Also noteworthy is Ms. Lifton's work with legislative officials on the Children's Mental Health Campaign, concentrating on children's behavioral health, emergency department boarding, foster care, and school-based supports. As part of this work, Ms. Lifton developed website content, crafted testimony for priority bills, and participated in State House hearings.

Ms. Lifton has proficiency in statistical analysis using STATA and Excel, combined with a talent for data visualization, demonstrated by creating various diagrams, charts, and tables for diverse reports and deliverables.

PROFESSIONAL EXPERIENCE

Research Associate II

Brandeis University, Schneider Institutes for Health Policy and Research (2023-Present)

Advocacy Intern

Children's Mental Health Campaign (2021)

Research Student Intern

McLean Hospital, OCD Institute (2019-2020)

Research Student

Beth Israel Deaconess Medical, Center for Virology and Vaccine Research (2016)

SELECTED PUBLICATIONS & PRODUCTS

Rhode Island Statewide Community Needs Assessment: Certified Community Behavioral Health Clinic Planning. (2024). Report submitted to the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals & the Rhode Island Executive Office of Health and Human Services.

Vose-O'Neal, A., Lifton, J., Santos, P., Steely, E., Epler, K., Graustein, D., Fickenwirth, E., Small, R., Rodrigues, D., Goodman, E., Steiblin, A., Whitty, D., & Stein, L. (2024). *CCBHC Evidence-Based Practices & Fidelity Resource Guide*. Report submitted to the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals & Rhode Island CCBHC organizations.

Graphics and design for 9 community needs assessments, as well as a diverse range of reports and presentations.

Lifton, J. WHS Student Sounds Alarm on Lack of Mental Health Education. (2016). *Wilmington Apple*. Retrieved from <https://wilmingtonapple.com/2016/03/23/guest-essay-whs-student-sounds-alarm-on-lack-of-mental-health-education/>.

Palmira Santos, Ph.D.
Scientist Research and Evaluation: Health and Human Services Equity
Abbreviated Curriculum Vitae

EDUCATION

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

HIGHLIGHTED EXPERIENCE

Dr. Santos has specialized expertise in using mixed-methods approaches to access, gather, and synthesize data from multiple sources. She also has over 40 years of experience as an evaluation scientist and clinician dedicated to individuals facing inequities and social and economic drivers of health and wellbeing (SDOH). Her expertise is grounded in lived experience and decades of work in the health and human services fields. Dr. Santos studies and evaluates health, economic, and social factors on the national, regional, state, and community levels to devise health plans that are actionable and include all stakeholders, including ensuring the engagement of underrepresented groups. Her experience includes working for councils, executive boards, and advisory groups. In these roles, she gathered and presented evidence to guide officials, policymakers, those with fiduciary responsibility, community members, and volunteer groups as they considered and devised health and wellbeing assessments and plans. Dr. Santos also provided specific process and outcome measures and monitoring approaches for the devised health plans. For example, working with law- and policymakers, communities, providers, organizations, tribal leaders, insurers, advocacy and volunteer organizations, and those with lived and living experiences in two states (Alaska and Massachusetts), Dr. Santos oversaw the development of comprehensive statewide health assessments, plans, and subsequent evaluations. This included managing the overall process, communication, data gathering, and analysis. The resulting plans focused on prevention, detection, and evidence-based support; care, and treatment of chronic and infectious diseases. Another example is Dr. Santos' work on a national level through CMS with 39 states and over 300 communities on assessing, planning, implementing, and monitoring health and wellbeing initiatives in a wide range of healthcare target areas (e.g., maternal and child health, comprehensive primary care, accountable care organizations, and SDOH).

In addition, Dr. Santos evaluates providers, delivery systems, and catchment areas, examining evidence from many sources and combining it with patient and provider perspectives to evaluate pathways that will improve health and wellbeing. As an example, in her role as the lead evaluator for a CMMI transformation initiative, she worked with local and regional teams (37 states and 180 catchment areas) to design and implement a complex, multifaceted evaluation. This included the complete design, testing, implementation, modification, and analysis of up to 300 process and outcome measures, with a core focus on population-level analysis for disparate outcomes and systemic inequities at the state, catchment area, and community levels. She created analytics to support evaluations on the provider level targeting improvements for individuals facing SDOH due to inequity. She collaborates with individuals with lived and living experience, providers, policymakers, and other stakeholders to gain a deeper perspective on what the data reveal and facilitates platforms for information exchange between peers so they can learn from each other's experience and performance.

Dr. Santos, using her qualitative expertise, conducts structured, semi-structured, and ethnographic interviews. She designs, evaluates, implements, and analyzes interviews for multiple complex evaluations. Interviewees include stakeholders, key informants, and—most importantly—individuals facing formidable inequities, with a consistent 90%+ engagement rate. She is an expert listening session and focus group facilitator and has designed, evaluated, and analyzed these forums, addressing complex content and dynamics. In addition, to ensure the validity of mixed-methods evaluations, she conducts validation forums to review findings and concerns and discuss modifications and strategies to achieve goals. She also creates and facilitates learning collaboratives so that stakeholders can assess implementation fidelity and explore options to address challenges.

PROFESSIONAL EXPERIENCE

Mixed-Methods Scientist: Health and Human Service Equity <i>Brandeis University Schneider Institute on Healthcare Systems</i>	(2013-present)
Primary Investigator <i>Brandeis University Schneider Institute on Healthcare Systems</i>	(2008-2013)
Director, Health Systems Research & Evaluation <i>American Cancer Society</i>	(2006-2008)
Director, Public Health Specialist Chronic Disease <i>Alaska & Massachusetts Departments of Public Health (CDC-funded)</i>	(2002-2006)
Doctorate Program Administrator and Dissertation Advisor <i>University of La Verne</i>	(1999-2006)
Senior Policy Analyst <i>Division of Medical Assistance</i> <i>Health Care Financing & Administration Region 10</i>	(1996-1999)
Consultant <i>Private Health Systems and Tribal Health</i> <i>Pacific Northwest</i>	(1994-1996)
Chief Executive Officer <i>Eastern Aleutian Tribes (Tribal Health System)</i>	(1990-1994)
Range of Clinical and Leadership Positions	(1979-1990)

SELECTED PUBLICATIONS

Rhode Island Statewide Community Needs Assessment: Certified Community Behavioral Health Clinic Planning. (2024). Report submitted to the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals & the Rhode Island Executive Office of Health and Human Services.

CCBHC Certification Scoring Tool. (2024). Microsoft Excel workbook submitted to the New Hampshire Bureau of Mental Health Services. Tested in New Hampshire.

Santos, P., Vose-O'Neal, A., Lifton, J., Steely, E., Epler, K., Graustein, D., Fickenwirth, E., Small, R., Rodrigues, D., Goodman, E., Steiblin, A., Whitty, D., & Stein, L. (2024). *CCBHC Evidence-Based Practices & Fidelity Resource Guide*. Report submitted to the Rhode Island Department of Behavioral Healthcare,

Final Report: New Hampshire CCBHC Readiness Assessment. (2023). Report submitted to the New Hampshire Bureau of Mental Health Services.

Massachusetts Health Policy Commission & Heller School for Social Policy and Management. (2022). *SHIFT-Care Challenge: Medication for addiction treatment (MAT) in the emergency department*. <https://www.mass.gov/doc/shift-care-challenge-evaluation-final-report/download>

Santos, P., Faughnan, K., Prost, C., & Tschampl, C. A. Systemic barriers to care coordination for marginalized and vulnerable populations. *Journal of Social Distress and Homelessness* (2021)

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

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

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

Santos, P., Joglekar, G., Faughnan, K., Darden, J., & Hendrich, A. (2020). Disproportionate preterm delivery among Black women: a state-level analysis. *Journal of Racial and Ethnic Health Disparities*, 7(2): 290-297. <https://doi.org/10.1007/s40615-019-00657-x>

Center for Medicare & Medicaid Innovation. (2019). *Assessing and addressing health-related social needs: OCM Learning System, case study #11*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2019). *Building and sustaining high-value patient and family advisory councils: Oncology Care Model Learning System, resource guide #2*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2019). *Decreasing ED utilization: OCM-2 high performers: OCM Learning System case study*. Published on OCM Connect.

Center for Medicare & Medicaid Innovation. (2019). *End-of-life care planning: barriers and approaches: Oncology Care Model Learning System, case study #8*. Published on OCM Connect.

Hefele, J. G., Santos, P., Ritter, G., Varma, N., & Hendrich, A. (2018). Risk factors for shoulder dystocia: the impact of mother's race and ethnicity. *Journal of Racial and Ethnic Health Disparities*, 5: 333-341. <https://doi.org/10.1007/s40615-017-0374-9>

Santos, P., Hefele, J. G., Ritter, G., Darden, J., Firreno, C., & Hendrich, A. (2018). Population-based risk factors for shoulder dystocia. *Journal of Obstetric, Gynecologic, and Neonatal Nursing*, 47(1), 32-42. <https://doi.org/10.1016/j.jogn.2017.11.011>

Santos, P., Joglekar, A., Faughnan, K., Darden, J., Masters, L., Hendrich, A., & McCoy, C. K. (2018). Sustaining and spreading quality improvement: decreasing intrapartum malpractice risk. *Journal of Healthcare Risk Management*, 38: 42-50. <https://doi.org/10.1002/jhrm.21329>

Writing Excellence Award: American Society for Healthcare Risk Management

CPC+ practice spotlight 3: timely communication and home visits after hospitalizations improves readmission rates. (2017, August 15). <http://files.constantcontact.com/047f19f3601/bfbf210d-c4bc-4860-aff8-8be61c75a0dc.pdf>

CPC+ practice spotlight 6: improving quality through eQIM checklists and patient outreach. (2017, November 7). <http://files.constantcontact.com/047f19f3601/8493d0a5-99cf-4a50-87b6-2034d434f57c.pdf>

CPC+ practice spotlight 7: implementing behavioral health integration: Care management model. (2017, December 19). <http://files.constantcontact.com/047f19f3601/ede1e435-bec6-4593-a5b2-fb1296068922.pdf>

Santos, P., Ritter, G. A., Hefele, J. L., Hendrich, A., & McCoy, C. K. (2015). Decreasing intrapartum malpractice: targeting the most injurious neonatal adverse events. *Journal of Healthcare Risk Management*, 34(4), 20-27. <https://doi.org/10.1002/jhrm.21168>

Hacker, K., Santos, P., Thompson, D., Stout, S. S., Barse, A., & Mechanic, R. (2014). Early experience of a safety net provider reorganizing into an accountable care organization. *Journal of Health Politics, Policy and Law*, 39(4), 901-917. <https://doi.org/10.1215/03616878-2744284>

Santos, P. (2011). *Accountable Care Organizations: implications for consumers.* The Health Industry Forum. <https://heller.brandeis.edu/health-industry-forum/materials/2010/october-14/cr-2010-oct-14.pdf>

Santos, P. (2011). *The evolution of state health insurance exchanges.* The Health Industry Forum. <https://heller.brandeis.edu/health-industry-forum/materials/2011/july-13/FINAL-cr.pdf>

Santos, P. (2010). *Establishing a national system of health insurance exchanges.* The Health Industry Forum. <https://heller.brandeis.edu/health-industry-forum/pdfs/policy-briefs/2009-july-20-health-insurance-exchanges.pdf>

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Health and Human Services

Contractor Name: Brandeis University

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Palmira Santos	Scientist Evaluator	17.70%	\$47,548.00
Kristen Faughnan	Project Coordinator and Data Analyst	15.30%	\$24,056.00
Jessica Lifton	Engagement Specialist	20.30%	\$23,960.00