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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 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 Long Term Supports and Services, to amend an existing contract with the Human Services Research Institute (VC #170337), Cambridge, MA, to continue the Home and Community Based Services (HCBS) system assessment and gap analysis, by exercising a contract renewal option with no change to the price limitation of \$741,962 and extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 28, 2023, item #54.

Funds are available in the following account in State Fiscal Year 2025.

05-095-048-481010-89200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-ELDERLV&ADULT SVCS; GRANTS FOR SOCIAL SVC PROG; MONEY FOLLOWS THE PERSON

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Grants for Pub Asst & Relief	48108920	\$741,962	(\$147,215)	\$594,747
2025	074-500589	Grants for Pub Asst & Relief	48108920	\$0	\$147,215	\$147,215
			Total	\$741,962	\$0	\$741,962

EXPLANATION

The purpose of this request is to allow the Contractor to continue assessing and finalizing the statewide Home and Community Based Services (HCBS) systems assessment and gap analysis to support HCBS system capacity enhancements.

The Contractor will continue work towards finalizing the HCBS systems assessment and gap analysis and provide a final report to the Department that details outcomes and findings of the assessment. Additional time is needed by the vendor due to the extended schedule for research which included one on one interviews with participants of the Choices for Independence

(CFI) Waiver and focus groups with stakeholders statewide, which took longer than expected. Additionally, based on the findings, the Contractor will provide recommendations for consideration to the Department for HCBS system capacity enhancements by reviewing a range of demographic and diversity data, long term services and supports (LTSS) utilization, needs and provider capacity, as well as nursing facility capacity. The findings from the assessment and analysis will inform the development and implementation of the Centers for Medicare and Medicaid Services (CMS) required Money Follows the Person (MFP) Operational Protocol, which will outline how the Department will design and operate the MFP program, as well as how the Department will allocate enhanced federal funding to rebalance overall Medicaid expenditures towards a more robust HCBS service system.

The Department will continue to monitor Contracted services through the following performance measures:

- The HCBS systems assessment and gap analysis final report and recommendations identify areas for system capacity enhancements.
- Strategic planning groundwork for the on-going MFP work is developed.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the two (2) years available.

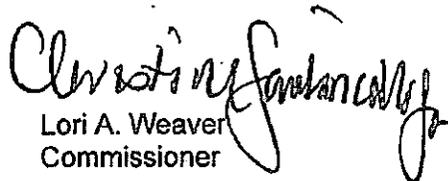
Should the Governor and Council not authorize this request, the Department would not be able to leverage the HCBS assessment and gap analysis recommendations to improve and streamline HCBS service delivery. In addition, the Department would be unable to complete the roll out of the Operational Protocol for the MFP program within the timeframe as required by the CMS Demonstration grant.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.791, FAIN #1LICMS331877.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the System Assessment and Gap Analysis contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Human Services Research Institute ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #54), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Modify Exhibit B, Scope of Services; Section 1.11.; Table 3 – Deliverables; Task 4: Final Report and Recommendations, to read:

Table 3 - Deliverables			
Task 4: Final Report and Recommendations	July 2024	Sept 2024	Dec 2024
Draft Final Report & Recommendations	X		
Final Report & Recommendations		X	
Strategic Planning Groundwork			X

3. Modify Exhibit C, Payment Terms; Section 3.; Deliverables/Costs/Deliverable Due Dates table; Task 4: Final Report and Recommendations, to read:

Deliverables	Costs	Deliverable Due Dates
Task 4: Final Report and Recommendations		
Draft Final Report & Recommendations	\$44,164.50	7/31/2024
Final Report & Recommendations	\$44,164.50	9/30/2024
Strategic Planning Groundwork	\$58,886.00	12/31/2024

Contractor Initials 
Date 8/5/2024

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

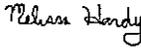
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/2024

Date

DocuSigned by:



Name: Melissa Hardy

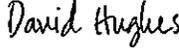
Title: Director, DLTSS

Human Services Research Institute

6/5/2024

Date

DocuSigned by:



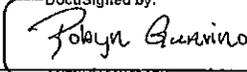
Name: David Hughes

Title: President

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2024
Date

DocuSigned by:


Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

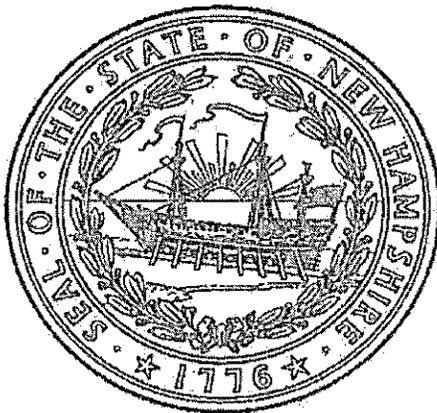
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUMAN SERVICES RESEARCH INSTITUTE is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on February 04, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 738451

Certificate Number: 0006692816



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

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

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

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

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

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

Dated: 6/3/2024

Eric Washington
Signature of Elected Officer
Name: Eric Washington
Title: Secretary/Treasurer



Human Services
Research Institute

2336 Massachusetts Ave.
Cambridge, MA, 02140
T | 617.876.0426
F | 617.492.7401

Mission Statement

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

FINANCIAL STATEMENTS

with

INDEPENDENT AUDITORS' REPORT

YEARS ENDED SEPTEMBER 30, 2023 AND 2022

Smith  Sullivan
& Brown PC

CERTIFIED PUBLIC ACCOUNTANTS

80 Flanders Road, Suite 302 Westborough, Massachusetts 01581
Tel: 508.871.7178 Fax: 508.871.7179 www.ssbcpa.com

HUMAN SERVICES RESEARCH INSTITUTE, INC.

REPORT ON FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2023 AND 2022



Mission Statement

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

REPORT ON FINANCIAL STATEMENTS

- YEARS ENDED SEPTEMBER 30, 2023 AND 2022

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**Smith  Sullivan
& Brown PC**

CERTIFIED PUBLIC ACCOUNTANTS

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Tel: 508.871.7178 Fax: 508.871.7179 www.ssbcpa.com

INDEPENDENT AUDITORS' REPORT

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

Opinion

We have audited the accompanying financial statements of Human Services Research Institute, Inc. (a Massachusetts nonprofit organization), which comprise the statements of financial position as of September 30, 2023 and 2022, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Human Services Research Institute, Inc. as of September 30, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Human Services Research Institute, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

To the Board of Directors
Human Services Research Institute, Inc.

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

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

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

Smith, Sullivan & Brown, PC

Westborough, Massachusetts

February 1, 2024

HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENTS OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
<u>CURRENT ASSETS:</u>		
Cash	\$ 708,869	\$ 448,236
Accounts Receivable	2,477,861	3,153,490
Accrued Receivables	463,297	298,748
Employee Advances	20,649	14,211
Prepaid Expenses	219,780	36,873
Total Current Assets	<u>3,890,456</u>	<u>3,951,558</u>
<u>PROPERTY AND EQUIPMENT:</u>		
Net of Accumulated Depreciation	<u>1,309,782</u>	<u>1,332,392</u>
<u>OTHER ASSETS:</u>		
Deposits	5,580	5,580
Board Designated Operating Reserve Fund	1,528,282	1,372,868
Total Other Assets	<u>1,533,862</u>	<u>1,378,448</u>
<u>TOTAL ASSETS</u>	<u>\$ 6,734,100</u>	<u>\$ 6,662,398</u>
<u>LIABILITIES AND NET ASSETS</u>		
<u>CURRENT LIABILITIES:</u>		
Current Portion of Long-Term Debt	\$ 99,591	\$ 91,932
Subcontracts Payable	461,851	494,195
Accounts Payable and Accrued Expenses	222,701	186,161
Accrued Payroll and Related Costs	407,103	366,337
Advance Billings	1,880,344	1,502,220
Total Current Liabilities	<u>3,071,590</u>	<u>2,640,845</u>
<u>LONG-TERM LIABILITIES:</u>		
Long-Term Debt, Net of Current Portion	<u>324,087</u>	<u>429,082</u>
Total Long-Term Liabilities	<u>324,087</u>	<u>429,082</u>
<u>TOTAL LIABILITIES</u>	<u>3,395,677</u>	<u>3,069,927</u>
<u>NET ASSETS:</u>		
Net Assets Without Donor Restrictions:		
Available for Operations	924,037	1,408,225
Invested in Property and Equipment	886,104	811,378
Board Designated Operating Reserve	1,528,282	1,372,868
Total Net Assets Without Donor Restrictions	<u>3,338,423</u>	<u>3,592,471</u>
<u>TOTAL LIABILITIES AND NET ASSETS</u>	<u>\$ 6,734,100</u>	<u>\$ 6,662,398</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
<u>SUPPORT AND REVENUES:</u>		
Contract and Grant Funded Research	\$ 13,499,029	\$ 11,876,235
Investment Return (Loss) and Interest	<u>155,456</u>	<u>(336,428)</u>
<u>TOTAL SUPPORT AND REVENUES</u>	<u>13,654,485</u>	<u>11,539,807</u>
<u>FUNCTIONAL EXPENSES:</u>		
<i>Program Services:</i>		
Applied Research and Consulting Services:		
Intellectual and Developmental Disabilities	3,652,033	2,916,671
Behavioral Health	2,949,746	2,546,047
Child, Youth and Families	816,184	726,330
Population Health	4,272,800	3,803,314
Verity Analytics	858,108	760,763
Total Program Services	<u>12,548,871</u>	<u>10,753,125</u>
<i>Supporting Services:</i>		
Administrative	<u>1,359,662</u>	<u>704,725</u>
<u>TOTAL FUNCTIONAL EXPENSES</u>	<u>13,908,533</u>	<u>11,457,850</u>
<u>CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS</u>	(254,048)	81,957
<u>NET ASSETS WITHOUT DONOR RESTRICTIONS - BEGINNING OF YEAR</u>	<u>3,592,471</u>	<u>3,510,514</u>
<u>NET ASSETS WITHOUT DONOR RESTRICTIONS - END OF YEAR</u>	<u>\$ 3,338,423</u>	<u>\$ 3,592,471</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2023
(With Summarized Comparative Totals for 2022)

	PROGRAM SERVICES					TOTAL PROGRAM SERVICES	ADMINI- STRATIVE	TOTAL	
	APPLIED RESEARCH AND CONSULTING SERVICES							FUNCTIONAL EXPENSES	
	IDD	BEHAVIORAL HEALTH	CYF	POPULATION HEALTH	VERITY ANALYTICS			2023	2022
Salaries and Wages	\$ 1,579,927	\$ 1,153,148	\$ 477,031	\$ 1,785,140	\$ 476,430	\$ 5,471,676	\$ 287,972	\$ 5,759,648	\$ 5,181,621
Payroll Taxes and Benefits	707,194	516,163	213,525	799,050	213,256	2,449,188	128,900	2,578,088	2,176,813
Subcontractors and Consultants	1,115,860	1,069,013	59,487	1,471,811	109,416	3,825,587	428,842	4,254,429	2,963,777
Professional Services	-	-	-	-	-	-	112,647	112,647	91,639
Travel	76,952	57,783	17,384	-	-	152,119	100,557	252,676	110,749
Occupancy	23,991	17,511	7,244	27,107	7,235	83,088	6,033	89,121	94,481
Repairs and Maintenance	18,307	13,362	5,527	20,685	5,521	63,402	4,604	68,006	88,997
Office Supplies and Expense	7,782	5,715	2,201	8,569	-	24,267	16,490	40,757	50,804
Telephone and Communications	20,141	15,360	5,848	22,143	-	63,492	28,032	91,524	79,296
Technology Expenses	75,298	55,692	20,764	92,285	41,979	286,018	40,424	326,442	290,951
Conferences	10,085	12,828	2,895	-	-	25,808	74,760	100,568	101,925
Depreciation Expense	6,760	4,934	2,041	7,638	2,037	23,410	1,700	25,110	25,110
Staff Development and Enrichment	-	-	-	-	-	-	61,902	61,902	50,221
Dues and Subscriptions	1,757	582	-	30,000	-	32,339	27,822	60,161	57,869
Equipment Rental	7,410	5,408	2,237	8,372	2,234	25,661	1,863	27,524	33,761
Insurance	-	-	-	-	-	-	23,546	23,546	18,182
Miscellaneous Expense	569	22,247	-	-	-	22,816	13,568	36,384	41,654
Total Functional Expenses	\$ 3,652,033	\$ 2,949,746	\$ 816,184	\$ 4,272,800	\$ 858,108	\$ 12,548,871	\$ 1,359,662	\$ 13,908,533	\$ 11,457,850

HUMAN SERVICES RESEARCH INSTITUTE, INC.STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES:</u>		
Change in Net Assets	\$ (254,048)	\$ 81,957
<i>Adjustments to Reconcile the Above to Net Cash Provided (Used) by Operating Activities:</i>		
Depreciation Expense	25,110	25,110
Investment Return	(155,414)	336,732
<i>(Increase) Decrease in Current Assets:</i>		
Accounts Receivable	675,629	(990,897)
Accrued Receivables	(164,549)	(210,602)
Employee Advances	(6,438)	(1,210)
Prepaid Expenses	(182,907)	(18,216)
<i>Increase (Decrease) in Current Liabilities:</i>		
Subcontracts Payable	(32,344)	86,339
Accounts Payable and Accrued Expenses	36,540	(8,558)
Accrued Payroll and Related Costs	40,766	95,089
Advance Billings	378,124	(796,540)
<i>(Increase) Decrease in Other Assets:</i>		
Deposits	-	2,100
Net Adjustment	614,517	(1,480,653)
<u>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</u>	<u>360,469</u>	<u>(1,398,696)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES:</u>		
Deposit on Construction	(2,500)	-
Net Cash Flows from Investing Activities	(2,500)	-
<u>CASH FLOWS FROM FINANCING ACTIVITIES:</u>		
Principal Payments on Long-Term Debt	(97,336)	(94,936)
Net Cash Flows from Financing Activities	(97,336)	(94,936)
<u>NET INCREASE (DECREASE) IN CASH BALANCES</u>	<u>260,633</u>	<u>(1,493,632)</u>
<u>CASH - BEGINNING OF YEAR</u>	<u>448,236</u>	<u>1,941,868</u>
<u>CASH - END OF YEAR</u>	<u>\$ 708,869</u>	<u>\$ 448,236</u>
<i>Supplemental Disclosure:</i>		
Interest Paid	\$ 11,915	\$ 14,316

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

NOTE 1 ORGANIZATION

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

NOTE 2 PROGRAM SERVICES

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

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

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

Intellectual and Developmental Disabilities, Aging, and Disability:

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 2 *(Continued)*

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

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

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

Child, Youth and Family:

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

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

Behavioral Health:

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 2 *(Continued)*

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

Population Health:

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

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

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

Verity Analytics:

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 2 *(Continued)*

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

NOTE 3 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting:

The financial statements of the Human Services Research Institute, Inc. have been prepared on the accrual basis of accounting in conformity with generally accepted accounting principles ("GAAP") and accordingly, reflect all significant receivables, payables and other liabilities.

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 could differ from those estimates; however, adherence to generally accepted accounting principles, has in management's opinion, resulted in reliable and consistent financial reporting by the Organization.

Fair Value of Financial Instruments:

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

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

- Level 1 - Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- Level 2 - Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets in markets that are not active; observable inputs other than quoted prices for the asset or liability (for example, interest rate and yield curves); and inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- Level 3 - Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

The primary use of fair value measures in the Organization's financial statements is the recurring measurement of its investments.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 3 (Continued)

Financial Statement Presentation:

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

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

Net Assets With Donor Restrictions - Some restrictions are temporary in nature, such as those that are restricted by a donor for use for a particular purpose or in a particular future period. Other restrictions may be perpetual in nature; such as those that are restricted by a donor that the resources be maintained in perpetuity. As of September 30, 2023 and 2022, the Organization has no net assets that are required to be maintained in perpetuity. The Organization's unspent contributions are reported in net assets with donor restrictions if the donor limited their use, as are promised contributions that are not yet due. Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. These restrictions expire when the assets are placed in service.

Accounts Receivable:

Accounts Receivable represents amounts due from grant and contract revenues earned. HSRI carries its accounts receivable at net realizable value. Management periodically reviews specific receivables to determine if any balances are uncollectible. HSRI does not accrue interest on its receivables. A receivable is considered past due if payment has not been received within the stated terms. HSRI will then exhaust all methods to collect the receivable. As of September 30, 2023, and 2022, all receivables were considered fully collectible; accordingly, there is no provision for uncollectible receivables and there was no bad debt expense for the years then ended.

Accrued Receivables:

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

Property and Equipment:

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023 AND 2022*(Continued)*NOTE 3 *(Continued)*

<u>Asset Category</u>	<u>Useful Life</u>
Land	-
Building	40
Furniture and Fixtures	5
Equipment	5

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

Leases:

The Organization determines if an arrangement is a lease at inception. When the standard applies, operating leases are included in operating lease right-of-use ("ROU") assets and operating lease liabilities in the Statements of Financial Position. ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term.

The operating lease ROU asset includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

As most of the leases do not provide an implicit rate, the Organization has elected to use a risk-free rate since the rate inherent in the lease is unknown. The Organization has also elected the practical expedient to not separate lease and non-lease components for its leases.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

For the years presented, there were no arrangements which met the criteria for application of the lease accounting standards.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 3 (Continued)

Investments:

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

Revenue Recognition:

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

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

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 3 (Continued)

Gifts, Grants and Contributions:

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

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

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

Donations of Nonfinancial Assets:

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

Functional Expenses:

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 3 (Continued)

Supporting services have been sub-classified as follows:

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

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

Recently Implemented Standards

During the year ended September 30, 2022, the Organization adopted ASU 2020-07 *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. This ASU increases transparency in reporting nonprofit gifts-in-kind in the Organization's financial statements. Although the standard did not change the accounting for contributed nonfinancial assets, the Organization's disclosures have been enhanced to provide qualitative policy information on the techniques and inputs used to determine the valuation of nonfinancial donations.

The Organization adopted ASC Update No. 2016-02, (Topic 842) *Leases* effective October 1, 2022, which establishes a comprehensive new lease accounting model. The new standard clarifies the definition of a lease and causes lessees to recognize leases on the statement of financial position as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than one year. As part of the adoption of the standard, the Organization elected and applied the following practical expedients on the adoption date:

The package of practical expedients permitting the Organization to not reassess (i) the lease classification of existing leases; (ii) whether existing and expired contracts are or contain leases; and (iii) initial direct costs for existing leases.

Recently Issued Standards

ASC Update No. 2016-13, *Financial Instruments - Credit Losses*, broadens the information that an entity must consider in assessing the collectability of trade receivables. ASU 2016-13 also amends the disclosure requirements to reflect the change from an incurred loss methodology to an expected credit loss methodology. This accounting standard is effective for this Organization's fiscal year ending September 30, 2024 and is not expected to have a material effect on the financial statements.

NOTE 4 PROPERTY AND EQUIPMENTThe following is a summary of *Property and Equipment* as of September 30, 2023 and 2022:

<u>Asset Category</u>	<u>2023</u>	<u>2022</u>
Land	\$ 453,540	\$ 453,540
Building	<u>1,006,902</u>	<u>1,004,402</u>
Subtotal	1,460,442	1,457,942
Less: Accumulated Depreciation	<u>(150,660)</u>	<u>(125,550)</u>
Net Property and Equipment	<u>\$1,309,782</u>	<u>\$1,332,392</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 5 INVESTMENTS

As of September 30, 2023 and 2022, all investments represent the *Board Designated Operating Reserve Fund* and are classified as long-term in the accompanying Statements of Financial Position. Investments consisted of the following components:

<u>Investment Type</u>	<u>September 30, 2023</u>	
	<u>Fair Value (Level 1)</u>	<u>Total Investments</u>
Bond Mutual Funds	\$ 565,969	\$ 565,969
Exchange-Traded Equity Funds	939,180	939,180
Exchange-Traded Bonds Funds	7,671	7,671
Cash and Cash Equivalents	-	15,462
Total	<u>\$1,512,820</u>	<u>\$1,528,282</u>
	<u>September 30, 2022</u>	
<u>Investment Type</u>	<u>Fair Value (Level 1)</u>	<u>Total Investments</u>
Bond Mutual Funds	\$ 522,193	\$ 522,193
Exchange-Traded Equity Funds	799,948	799,948
Exchange-Traded Bonds Funds	34,292	34,292
Cash and Cash Equivalents	-	16,435
Total	<u>\$1,356,433</u>	<u>\$1,372,868</u>

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

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

NOTE 6 DEBT**Seller-Financed Debt:**

In connection with the acquisition of real estate, HSRI issued a mortgage note and a promissory note to the sellers of the property with the following terms and conditions. The Organization's Founder and President Emeritus, together with her spouse, hold a promissory note dated October 12, 2017 in the original amount of \$965,771. The promissory note is secured by a first priority mortgage on the underlying property, subject to interest at the annual rate of 2.5%, and payable in monthly installments of \$9,104 over a ten-year term, maturing October 12, 2027. As of September 30, 2023, the outstanding balance on the mortgage note was \$423,678 and interest paid during FY 2023 and FY 2022 amounted to \$11,915 and \$14,316, respectively, which is included in *Occupancy* in the accompanying Statements of Functional Expenses.

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023-AND 2022*(Continued)*NOTE 6 *(Continued)*

The current portion of the debt due in FY 2024 is \$99,591, while the subsequent maturities of the long-term portion are scheduled below.

<u>Fiscal Year Ending</u>	<u>Amount</u>
September 30, 2025	\$102,109
September 30, 2026	104,691
September 30, 2027	107,339
September 30, 2028	9,948
Total	<u>\$324,087</u>

Working Capital Line-of-Credit:

HSRI maintains a \$500,000 revolving line-of-credit with Eastern Bank (formerly Century Bank). Borrowings on the line-of-credit bear interest at a floating rate per annum equal to the Bank's prime lending rate plus 0.5%, which was 9.00% and 6.75% as of September 30, 2023 and 2022, respectively. The note is collateralized by a first priority security interest in all business assets and requires HSRI to maintain its operating cash accounts at the Bank. The line-of-credit is subject to an annual renewal review, and unless renewed, expires on April 30, 2024. There were no borrowings on the line-of-credit during either year presented.

NOTE 7 REVENUE FROM CONTRACTS WITH CUSTOMERS

Future performance obligations under contract agreements are as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
September 30, 2024	\$19,561,847
September 30, 2025	7,596,748
September 30, 2026	3,491,353
September 30, 2027	1,615,578
September 30, 2028	269,263
Total	<u>\$32,534,789</u>

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

<u>Advance Billings</u>	<u>Amount</u>
Advance Billings, October 1, 2021	\$ 2,298,760
Revenue Recognized FY 2022	(1,548,773)
Increase in Advance Billings	<u>752,233</u>
Advance Billings, September 30, 2022	1,502,220
Revenue Recognized FY 2023	(1,152,789)
Increase in Advance Billings	<u>1,530,913</u>
Advance Billings, September 30, 2023	<u>\$ 1,880,344</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023 AND 2022*(Continued)*NOTE 7 *(Continued)*

For the year ended September 30, 2023, unbilled revenue from contract agreements is summarized below:

<u>Unbilled Contract Revenue</u>	<u>Amount</u>
Contracts Receivable, Unbilled, September 30, 2021	\$ 88,146
2021 Unbilled Receivables Billed in 2022	(88,146)
New 2022 Unbilled Revenue	<u>298,748</u>
Contracts Receivable, Unbilled, September 30, 2022	298,748
2022 Unbilled Receivables Billed in 2023	(298,748)
New 2023 Unbilled Revenue	<u>463,297</u>
Contracts Receivable, Unbilled, September 30, 2023	<u>\$ 463,297</u>

NOTE 8 RETIREMENT PLAN

HSRI sponsors a defined contribution plan (the "Plan") available to all employees meeting certain eligibility requirements. The Plan allows employees to defer a percentage of their salaries. HSRI may contribute up to 5% of the employee's salary. Employer contributions were \$290,969 and \$254,020 for the years ended September 30, 2023 and 2022, respectively, representing 5% of eligible compensation in each year and is included in *Payroll Taxes and Benefits* in the accompanying Statements of Functional Expenses.

NOTE 9 LEASE OBLIGATIONS**Facilities:**

Through March 2022, HSRI leased office and program space in Oregon that amounted to \$8,044, for the year ended September 30, 2022.

HSRI leases additional space in Cambridge, Massachusetts under a lease that expired in July 2021. Thereafter, HSRI has continued to occupy this space on a tenancy-at-will basis. Rent paid under this lease amounted to \$60,840 and \$63,148 for the years ended September 30, 2023 and 2022, respectively, and HSRI paid a \$5,580 security deposit as part of the agreement.

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

Equipment:

HSRI also leases office equipment under operating leases that expire at various dates through December 2022. The total equipment lease expense was \$27,525 and \$33,761 for the years ended September 30, 2023 and 2022, respectively, and the remaining obligation of \$300 is due in FY 2024.

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 10 COMMITMENTS**Long-Term Contract Commitments:**Contract Revenue

HSRI has been providing contracted technical support and analytic services to build and support a data warehouse under a long-term contract with the State of Maine, Maine Health Data Organization ("MHDO") that initiated in March 2013. The contract, as amended, provided for annual renewals of \$1 million through November 30, 2022, subject to MHDO approval, for HSRI to provide ongoing technical support and project management to MHDO. Effective May 1, 2018, HSRI and MDHO executed a contract for HSRI to continue its services for the period of July 1, 2018 through November 30, 2022, with an initial maximum compensation amount of \$4,637,000. The contract was amended several times to add additional services, increasing the maximum compensation to \$14,935,816 and \$10,113,844 as of September 30, 2023 and 2022, respectively. For the years ended September 30, 2023 and 2022, total billings under this contract amounted to \$1,728,866 and \$1,915,873, respectively. As of September 30, 2023 and 2022, *Advance Billings* in connection with the MHDO contracts amounted to \$80,985 and \$238,705, for each respective year.

The balance remaining on the contract was \$6,731,565 and \$3,850,599 as of September 30, 2023 and 2022, of which amount HSRI anticipates that it will recognize approximately \$1,615,576 in FY 2024, \$1,615,576 in FY 2025, \$1,615,576 in FY 2026, \$1,615,576 in FY 2027 and \$269,261 by the contract termination date of November 30, 2027.

HSRI is also party to a Master Service Agreement with the Center for Improving Value in Health Care ("CIVHC"), a Colorado nonprofit organization. The original agreement for services was for a two-year term expiring on June 30, 2019, at which time the agreement provided for an extension for up to two successive two-year periods. CIVHC and HSRI agreed to extend the term of the agreement through June 30, 2023, for which HSRI is compensated a fixed monthly amount of \$100,846 through June 30, 2022 and \$104,640 thereafter through June 30, 2023. CIVHC and HSRI agreed to extend the term of the agreement through June 30, 2026, for which HSRI is compensated a fixed monthly amount of \$133,254 through June 30, 2024, \$136,324 through June 30, 2025 and \$140,850 thereafter through June 30, 2026. Total revenue recognized under agreements with CIVHC for the years ended September 30, 2023 and 2022 amounted to \$1,420,622 and \$1,318,502, respectively. As of September 30, 2023 *Accrued Receivables* in connection with the CIVHC contracts amounted to \$114,797. As of September 30, 2022, *Advance Billings* in connection with the CIVHC contracts amounted to \$62,910.

Subcontracted Research

In connection with the MHDO contract, HSRI has subcontracted NORC at the University of Chicago ("NORC") to collaborate in the development and ongoing technical support of the data warehouse project. HSRI and NORC entered into a subcontractor agreement effective for the period July 1, 2018 through November 30, 2024, in line with the MHDO project. Under the subcontract agreement, HSRI will compensate NORC for services in the aggregate amount of \$2,782,436, payable in specific monthly installments pursuant to a statement of work as defined in the agreement. For the fiscal years ended September 30, 2023 and 2022, payments to NORC in connection with this subcontract agreement amounted to \$451,907 and \$399,733, respectively, while the balance of the contract is expected to be paid in monthly installments of \$38,551 through November 30, 2023, and \$38,752 thereafter through November 30, 2024.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023 AND 2022

(Continued)

NOTE 10 (Continued)

In connection with the CIVHC contract, HSRI has entered into an additional subcontract agreement with NORC for the seven-year period expiring June 30, 2026, with a maximum compensation limit of \$2,680,208 payable in monthly installments ranging from \$23,246 to \$48,758 for the duration of the agreement.

NOTE 11 IMPACT OF COVID-19 AND CARES ACT FUNDING

Impact of COVID-19:

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

NOTE 12 CONCENTRATIONS

Cash:

The Organization maintains its depository balances in two financial institutions. Cash balances are insured up to \$250,000 per institution by the Federal Deposit Insurance Corporation ("FDIC"). As of September 30, 2023 and 2022, cash balances in excess of the FDIC coverage were \$659,099 and \$211,224, respectively; however, the Organization has not experienced any losses on uninsured cash balances.

Investments:

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

Advance Billings:

One project represents 41% and 43% of the *Advance Billings* as of September 30, 2023 and 2022, respectively.

Expenses and Payables:

A significant portion of total expenses consists of subcontracted services. Of these services, amounts attributed to one subcontractor represented 34% and 48% of total *Subcontractors and Consultants* expense for the years ended September 30, 2023 and 2022, respectively, and 54% and 73% of *Subcontracts Payable* as of September 30, 2023 and 2022, respectively.

HUMAN SERVICES RESEARCH INSTITUTE, INC.NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2023 AND 2022*(Continued)*NOTE 13 RELATED PARTY TRANSACTION**Debt:**

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

NOTE 14 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

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

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

	<u>2023</u>	<u>2022</u>
Financial Assets:		
Cash	\$ 708,869	\$ 448,236
Accounts Receivable	2,477,861	3,153,490
Accrued Receivables	463,297	298,748
Investments	<u>1,528,282</u>	<u>1,372,868</u>
Total Financial Assets as of September 30,	5,178,309	5,273,342
Less Amounts Not Available to be Used Within One Year:		
Board-Designated Operating Reserve Fund	<u>(1,528,282)</u>	<u>(1,372,868)</u>
Financial Assets Available to Meet		
General Expenditures Within One Year	<u>\$ 3,650,027</u>	<u>\$ 3,900,474</u>

NOTE 15 SUBSEQUENT EVENTS

Management is required to consider events subsequent to the financial statement date for potential adjustment to or disclosure in the financial statements. Therefore, Management has evaluated subsequent events through February 1, 2024, the date which the financial statements were available for issue, and noted no events which met the criteria for disclosure or recognition.

Board of Directors

Roy Gabriel, Chair

Joseph Ray, Vice Chair

Eric Washington, Secretary-Treasurer

Sheryl White-Scott

Finn Gardiner

Ray Campbell

Ruth Luckasson

Steve Day



Stephanie Giordano, DLP

Co-Director, NCI

Profile

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

Project Experience

Project Director, *New Hampshire Systems Assessment and Gap Analysis*

Funder: **New Hampshire Dept. of Health & Human Services** | Dates: **2023 – Present**

Contribution: HSRI is conducting comprehensive system assessment and gap analysis of New Hampshire's Long-Term Services and Supports (LTSS). The goals of this assessment include population characteristics and need for services, system strengths and gaps, and provider and nursing facility capacity. Based on the findings, the project team will provide data-driven recommendations to direct policy and action, and support long-term strategic planning in NH. Stephanie leads this team and oversees all project activities and deliverables.

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

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

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

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

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

Education

DLP

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

MS

Suffolk University
Boston, MA
(Ethics and Public
Policy)

BS

Suffolk University
Boston, MA
(Sociology)

Professional Experience

Co-Director NCI
(2022 – Present)

**Research
Associate**
(2010 – Present)

Policy Analyst
(2010 – 2017)
Human Services
Research Institute
Cambridge, MA

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

Clinical Intern
(2009)
Old Colony YMCA
Brockton, MA

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

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

Contribution: HSRI partners with the ADvancing States on the NCI-AD project. An extension of the National Core Indicators (NCI) project, NCI-AD works to assess, compare, and improve programs that provide long-term services and supports to older adults and people with physical disabilities. Currently, 25 states participate in NCI-AD, collecting data on a standard set of performance and outcome measures. States use this data to assess the performance of their programs and delivery systems in order to improve services for older adults and individuals with physical disabilities. Stephanie supported the development of NCI-AD, including developing, testing, and refining the survey measures and administration protocol. She is responsible for managing the day-to-day administration of NCI-AD, including communications, coordination with participating states, and technical assistance and coordinating efforts with NCI-IDD. Stephanie participated in a major effort to revise and improve all NCI-IDD surveys to reflect feedback from states, people using services, and current trends in the field. Stephanie manages data administration and oversees analysis for NCI-AD reports. She regularly presents findings at national conferences, and writes data briefs, and supports dissemination of NCI data findings.

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

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

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

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

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

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

Presentations

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

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

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

- Giordano, S.** & Hiersteiner, D. (2021). Using Technology to Survey People Receiving Supports from State Service Systems Lessons from State Service Systems. AAIDD Conference, virtual.
- Bonardi, A., **Giordano, S.**, & Hiersteiner, D. (2016). Scaling Up Progressive Practices: What Does NCI Tell Us About System Readiness, Challenges, and Opportunities? Reinventing Quality Conference, Baltimore, MD.
- Bershadsky, B., **Giordano, S.**, Hiersteiner, D., & Sartori, C. (2014). Not Silent: Demographics, Quality-of-Life Outcomes and Circumstances of Nonverbal Adults with ID/DD and What Do NCI Data Reveal About Individuals With Intellectual and Developmental Disabilities Who Need Behavior Support? American Association on Intellectual and Developmental Disabilities (AAIDD) Annual Meeting, Orlando, FL.
- Bershadsky, B. & **Giordano, S.** (2013). Who are adults with IDD requiring behavioral supports? National Association for the Dually Diagnosed Conference.

Trainings

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

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

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

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

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



Rachael Gerber, MPH

Director of Operations

Profile

Ms. Gerber has over 14 years of experience in behavioral health program evaluation, needs assessment, and system planning. Her expertise is in collection and analysis of data to assist policymakers in system transformation efforts. She is experienced working with Medicaid and other administrative claims data as well as data from national and state surveys and surveillance systems. In her role as director of operations for HSRI's behavioral health team, she develops and oversees standard operating procedures for quality assurance and production of high-quality deliverables. She also serves on HSRI's Equity Review Board.

Project Experience

Project Manager, *New Hampshire Systems Assessment and Gap Analysis*

Funder: **New Hampshire Dept. of Health & Human Services** | Dates: **2023 – Present**

Contribution: HSRI is conducting comprehensive system assessment and gap analysis of New Hampshire's Long-Term Services and Supports (LTSS). The goals of this assessment include population characteristics and need for services, system strengths and gaps, and provider and nursing facility capacity. Based on the findings, the project team will provide data-driven recommendations to direct policy and action, and support long-term strategic planning in NH. Rachael is responsible for developing and overseeing the workplan, ensuring timely and high quality deliverables across community engagement, data analysis, and reporting tasks, drafting monthly progress reports to DHHS, and conducting qualitative, quantitative, and mixed methods analysis.

Data Analyst, *Behavioral Health System Analysis for Nashville and Davidson County*

Funder: **The Metropolitan Government of Nashville and Davidson County** | Dates: **2022 – Present**

Contribution: HSRI is providing a comprehensive behavioral health system assessment for the Metropolitan Government of Nashville and Davidson County, Tennessee. The findings from the assessment and resulting recommendations will be used to direct policy and action and support long-term strategic planning. Rachael is contributing to the study design, development of data collection tools, conducting interviews with key informants, collecting and analyzing data, and report writing.

Data Analyst, *Evaluation of Implementation to Fidelity of Evidence-Based Services*

Funder: **University of South Florida** | Dates: **2022 – Present**

Education

MPH

Yale School of Public Health
New Haven, CT
(Social and Behavioral Science)

BA

Boston University
Boston, MA
(History)

Professional Experience

Director of Operations for Behavioral Health Team

(2022 – Present)

Research Associate

(2013 – Present)

Human Services Research Institute
Cambridge, MA

Sr. Research Associate

(2012 – 2013)

New England Research Institutes, Inc.
Watertown, MA

Research Analyst

(2009 – 2012)

Human Services Research Institute
Cambridge, MA

Research Assistant

(2007 – 2009)

Center for Interdisciplinary Research on AIDS
New Haven, CT

Contribution: As sub-contractor to the University of South Florida, HSRI is leading the fidelity evaluation of nine evidence-based programs, rated under the Title IV-E Prevention Services Clearinghouse, and assisting with both the process and outcomes components of the state-wide study. In her role as data analyst, Rachael contributes to the design of the outcomes evaluation, analyzes child welfare data, and creates data summaries and visualizations.

Project Manager, New Hampshire State Youth Treatment – Planning and Implementation Evaluation (SYT-P/I)

Funder: **NH DHHS** | Dates: **2017 – Present**

Contribution: HSRI is evaluating New Hampshire's initiative to develop and pilot a continuum of care model for adolescents and transitional aged youth with substance use disorders and co-occurring substance use and mental health disorders, integrating evidence-based screening, assessment, treatment, recovery, and peer support services. During the planning phase of the initiative, HSRI developed an evaluation plan, designed tools to track the planning process, attended all planning meetings, administered surveys to Interagency Council members, supported the state in fulfilling its federal reporting requirements, and developed annual evaluation reports. HSRI continues to evaluate the initiative, now in its implementation phase. During the planning phase of the initiative, Rachael contributed to development of the evaluation plan and data collection instruments and served as project manager. She attended Interagency Council meetings and managed the workplan and other deliverables during the planning grant.

Data Analyst, North Dakota Behavioral Health Needs Assessment and North Dakota Behavioral Health Strategic Planning

Funder: **ND Department of Human Services Behavioral Health** | Dates: **2017 – Present**

Contribution: In 2017 and 2018, HSRI conducted an in-depth review of North Dakota's behavioral health system and produced recommendations and strategies for implementing changes to address the needs of the community. Beginning in 2018, HSRI is working with the State's Behavioral Health Planning Council to facilitate an in-depth strategic planning process to implement the recommendations for behavioral health systems transformation. Populations of focus include individuals with mental health conditions, substance use disorders, and brain injury. Rachael coordinates data transfers and analyzes data from Medicaid and other secondary sources.

Data Analyst, Home and Community-Based Services (HCBS) Technical Assistance

Funder: **Centers for Medicare & Medicaid Services (CMS)** | Dates: **2015 – Present**

Contribution: HSRI is providing technical assistance to over a dozen states in response to individual TA requests as well as through the development and presentation of issue papers and webinars. Rachael participates in providing technical assistance to states around waiver application requirements and conducts environmental scans to summarize how states are using 1915(c) and 1915(i) waivers to fund and implement behavioral health services.

Project Manager and Data Lead, Wake County Behavioral Health Crisis System Assessment

Funder: **Wake County, North Carolina** | Dates: **2022 – 2023**

Contribution: Wake County contracted HSRI to assess the county's behavioral health crisis service system. This included an assessment of services across the crisis continuum in comparison to national best practices for crisis care. Using qualitative and quantitative methods, the team identified strengths and gaps in the county's crisis system and made recommendations for improvements. In her role as project manager and data lead, Rachael developed and oversaw the work plan and timeline, collected and analyzed quantitative and qualitative data, conducted key informant interviews, drafted reports and recommendations, and presented key findings to County leadership and community partners.

Data Analyst, Louisiana Olmstead Evaluation Project

Funder: **Louisiana Department of Justice** | Dates: **2022 – 2023**

Contribution: HSRI assisted Louisiana in successfully meeting the requirements of Olmstead-related settlement agreements and court decisions. HSRI provided data analysis for utilization of case management for the at-risk population and of claims data for review of service utilization. Rachael developed analytics methods and conducted analysis of Medicaid claims and data from the state's case management system.

Project Manager, Walla Walla County Needs Assessment and Gaps Analysis of Behavioral Health Services

Funder: **Walla Walla County** | Dates: **2021 – 2023**

Contribution: HSRI conducted a needs assessment/gap analysis of behavioral health services as a guide for strategic planning to help the County achieve improved outcomes through a comprehensive, evidence-based continuum of care. The project capitalized on the use of existing readily available data and summary reports, supplemented by stakeholder and focus group interviews, and incorporated an extensive implementation component. In her role as lead data analyst, Rachael was responsible for overseeing the collection and analysis of data to inform the system assessment and development of recommendations, and conducted interviews with key informants.

Data Analyst, Gap Analysis of Group, Residential and Psychiatric Treatment in South Dakota

Funder: **SD Department of Social Services, Division of Child Protection** | Dates: **2020 – 2022**

Contribution: HSRI explored the needs in services either provided or not currently offered to youth in South Dakota by conducting an assessment and evaluation of current stakeholders at multiple levels of service in order to determine services needed and the feasibility of providing those services in the state. Rachael was responsible for gathering and analyzing quantitative data, synthesizing quantitative and qualitative data, and collaborating in the development of recommendations and the final report.

Data Analyst, South Dakota Behavioral Health Service System Needs Assessment/Gap Analysis

Funder: **SD Department of Social Services** | Dates: **2020 – 2021**

Contribution: HSRI conducted a comprehensive assessment of South Dakota's public behavioral health system and provided recommendations to the state for addressing gaps in services. Rachael served as the lead data analyst, analyzing data from Medicaid- and state-funded services and other secondary sources to identify service use patterns and gaps to inform recommendations for systems improvement.

Data Analyst, North Carolina Olmstead Planning

Funder: **North Carolina Department of Health and Human Services (NC DHHS)** | Dates: **2020 – 2021**

Contribution: NC DHHS contracted the Technical Assistance Collaborative (TAC), in partnership with HSRI, to conduct a comprehensive system analysis and provide recommendations to assist NC in developing its Olmstead Plan. Rachael served as lead data analyst, analyzing data from Medicaid, State Operated Healthcare Facilities, and other state agencies to inform development of recommendations.

Data Analyst, Louisiana Department of Justice

Funder: **Technical Assistance Collaborative (TAC)** | Dates: **2019 – 2021**

Contribution: HSRI worked with TAC to help the state of Louisiana to develop a Population Health Strategic Plan aligned with the Louisiana Medicaid Managed Care Quality Strategy. Rachael analyzed

data from Medicaid, transition assessments, and other survey instruments, collaborating in drafting the final report, and presented findings to the state, DOJ, and other stakeholders.

Research Analyst and Project Manager, *River Valley Rising (RVR) DFC Grant Evaluation*

Funder: **River Valley Rising Substance Use Coalition** | Dates: **2019 – 2021**

Contribution: RVR is a prevention coalition located in Rumford, ME that was in its fourth year of a 5-year Drug Free Communities (DFC) grant, funded through the Office of National Drug Control Policy (ONDCP) and Substance Abuse and Mental Health Services Administration (SAMHSA). The goals of the DFC program are to strengthen collaboration among community entities and reduce substance use among youth. As the evaluation partner, HSRI assessed the Coalition's progress toward meeting its goals and objectives over the course of the grant. Rachael's responsibilities included evaluation design and reporting activities, data analysis, project coordination, and assisting RVR in their application for a grant renewal.

Research Analyst, *Evaluation of the Community Resource Navigator Program*

Funder: **Provincetown, MA, Health Department** | Dates: **2019 – 2020**

Contribution: HSRI assessed the current data reporting procedures and helped to streamline those processes for Department of Health in Provincetown, to facilitate the evaluation of the Community Navigator program serving individuals with behavioral health concerns. HSRI worked with the town to provide evaluation and consulting services regarding the Mental Health and Substance Abuse Case Management Services grant implementation. Rachael collaborated in developing data collection tools and report writing.

Data Analyst, *Multnomah County Mental Health System Analysis*

Funder: **Multnomah County Department of County Management** | Dates: **2019 – 2020**

Contribution: HSRI was awarded a contract to conduct a detailed review and analysis of the mental health system within Multnomah County. The review and analysis resulted in a comprehensive report which included an inventory of mental health services provided by the county, how the services interfaced with one another, gaps in services, and key funding and reimbursement mechanisms for services. Rachael gathered information on financing for mental health services from the leadership of county health and human services agencies. She compiled and analyzed data, developed data visualizations, and drafted the report.

Data Analyst, *Maine Homeless Initiatives Gaps and Needs Analysis*

Funder: **Maine State Housing Authority** | Dates: **2019 – 2020**

Contribution: HSRI conducted a gap and needs analysis of the services, resources, and housing available to, and needed by, individuals and families experiencing homelessness in Maine. HSRI produced a set of actionable, measurable, prioritized recommendations for addressing gaps and needs that can be used to inform homeless project and services planning in the Maine Continuum of Care (MCoC) and 2020-2024 Consolidated Plan. Rachael was responsible for cleaning and analyzing state-wide data from the point-in-time Youth Addendum Survey, programming online surveys disseminated to homeless shelters and schools, and producing data analysis results.

Senior Data Analyst, *Public Behavioral Health Gap Analysis*

Funder: **Behavioral Health System Baltimore (BHSB)** | Dates: **2018 – 2020**

Contribution: HSRI conducted a gap analysis of the Baltimore public behavioral health system, examining services available and the access, utilization, workforce capacity, use of best practices, quality, and outcomes of the services provided. Rachael was responsible for management and analysis of data from Medicaid, the state psychiatric hospital, and the Baltimore Police dispatch call system. She also participated in key informant interviews with stakeholders.

Research Analyst, Consumer Survey for the Massachusetts Commission for the Blind (MCB)

Funder: MCB | Dates: 2019

Contribution: HSRI developed survey tools for the Commission to identify the social and vocational service needs of its consumers. HSRI also worked with the Commission to optimize their use of available data sources, including their current case management data system and data from national sources such as the American Community Survey, Current Population Surveys, the Behavioral Risk Factor Surveillance System, and the Survey of Income and Program Participation. Rachael conducted an environmental scan of national surveys, assessed data availability, and contributed to the development of survey tools and survey methodology

Research Analyst and Project Manager, Substance Abuse Disorder Providers and Insurance Reimbursement

Funder: Assistant Secretary for Planning and Evaluation (ASPE) | Dates: 2017 – 2019

Contribution: HSRI documented state licensing and credentialing requirements for substance use disorder (SUD) treatment providers in each state and the District of Columbia. HSRI reviewed state reimbursement policies for SUD services for Medicaid, Medicare, and a sample of private insurers. HSRI also conducted case studies of states that had implemented innovative strategies to incentivize SUD providers to join provider networks and accept insurance reimbursement. Rachael was responsible for reviewing, compiling, and analyzing data on policies across all 50 states, as well as drafting reports, workplans, and presentations, and producing progress reports and meeting materials.

Research Analyst, Analysis of HMIS data for Lane County, Oregon

Funder: Lane County Department of Health and Human Services | Dates: 2018

Contribution: HSRI analyzed Homeless Management Information Systems (HMIS) data for Lane County, Oregon. HSRI calculated the cumulative length of time in housing and the number of discrete visits to emergency shelters in FY2016 to help develop a system map and to identify demographic characteristics of high-utilizers. Rachael analyzed HMIS data to determine length of time in emergency shelters and other client-level characteristics.

Data Analyst, Independent Evaluation of the Capacity of the Current Health System

Funder: New Hampshire Department of Health and Human Services (NH DHHS) | Dates: 2017 – 2018

Contribution: HSRI conducted an evaluation of the capacity of the health system in New Hampshire to respond to the inpatient, acute care psychiatric needs of patients, including but not limited to those patients who require involuntary emergency admissions. The work included developing a comprehensive system map, reporting on hospital and emergency department admission data, conducting a system of care gap analysis, and developing a written report and presentation. Rachael was responsible for coordinating with state agencies to obtain data; analyzing data and producing data visualizations; and conducting key informant interviews with stakeholders.

Senior Data Analyst, North Carolina Olmstead Evaluation Project

Funder: Independent Reviewer, US DOJ Settlement with North Carolina | Dates: 2017 – 2018

Contribution: HSRI was contracted to conduct an analysis of the services provided to the covered target population in the Olmstead Settlement Agreement, informing the court monitor's determination of compliance with the agreement. Rachael coordinated with state agencies to obtain data from numerous sources, cleaned and linked data on individuals' housing status with claims data from Medicaid and

state-funded behavioral health services, analyzed data, drafted reports, and produced data summaries to facilitate stakeholder discussions.

Analyst, Evaluation of Cooperative Agreements to Benefit Homeless Individuals for States and Communities (CABHI-States and Communities)

Funder: **SAMHSA-CMHS-CSAT** | Dates: **2016 – 2018**

Contribution: HSRI received a subcontract through RTI International to evaluate two programs: The Cooperative Agreements to Benefit Homeless Individuals (CABHI) and the Programs for Assistance in Transition from Homelessness (PATH). HSRI had the lead for the multi-site evaluation of the PATH program, which was a task under the cross-site CABHI evaluation. Rachael was involved in data management and analysis of program data.

Lead Analyst, Program Evaluation for Prevention Contract (PEP-C)

Funder: **Substance Abuse and Mental Health Services Administration - Center for Substance Abuse Prevention (SAMHSA-CSAP)** | Dates: **2013 – 2018**

Contribution: HSRI worked on the PEP-C project, which included a national cross-site evaluation of CSAP's Minority AIDS Initiative (MAI). MAI awards grants to community-based organizations and minority-serving academic institutions to prevent substance abuse and the spread of HIV, viral hepatitis, and other STDs among high-risk minority communities. Rachael was responsible for managing large and complex datasets, developing data collection protocols and instruments, designing data validation and cleaning rules, analyzing process- and participant-level outcomes, producing data for Government Performance and Results Act (GPRA) measures, writing reports and dissemination materials, and creating materials for training and technical assistance to grantees and federal staff.

Data Analyst, Comprehensive Behavioral Health System Analysis and Study for Pierce County

Funder: **Pierce County, Washington** | Dates: **2016 – 2017**

Contribution: HSRI conducted a comprehensive analysis to identify and understand gaps in service access. The study identified the prevalence of behavioral health issues and the extent of services available to address behavioral health-related needs, and provided recommendations for services, policies, and practices the county should pursue to address system gaps. HSRI also supported the implementation of the recommendations. Rachael was responsible for identifying sources of behavioral health prevalence and service utilization data, developing and analyzing results of an online survey for case managers and service users on the adequacy of services to meet consumers' needs, and analyzing behavioral health claims data from Washington's Comprehensive Hospital Abstract Reporting Systems (CHARS).

Data Analyst and Project Manager, Bridging the Gaps: The Rochester Community Coalition for Alcohol and Drug Prevention

Funder: **City of Rochester, NH** | Dates: **2016**

Contribution: HSRI provided evaluation services to Bridging the Gaps, the Drug and Alcohol Prevention Coalition of Rochester, New Hampshire in support of its Drug Free Communities (DFC) grant. The DFC grant is administered by the Office of National Drug Control Policy (ONDCP) and supported by SAMHSA to build community coalitions to prevention substance use among youth. In addition to project management responsibilities, Rachael contributed to the development of the evaluation design, created and disseminated an online survey, analyzed trend data on youth substance use in New Hampshire, and contributed to writing the final evaluation report.

Senior Analyst, Training Materials for Aging and Disability Resource Centers (ADRC) on Mental Health Promotion and Suicide Prevention

Funder: **Administration for Community Living (ACL)** | Dates: **2015 – 2016**

Contribution: HSRI helped to develop training materials on behavioral health promotion and suicide prevention for the eight states with ADRC Part A: Enhanced Options Counseling grants. Rachael was responsible for coordinating and participating in key informant interviews with state agency directors, drafting a needs assessment report, developing an online survey for person-centered counseling professionals and analyzing results, and collaborating in the development of a training webinar and resource guide.

Analyst, Milwaukee County Mental Health System Redesign

Funder: **Milwaukee County** | Dates: **2009 – 2016**

Contribution: HSRI addressed systemic issues with access to service delivery within the adult mental health system. Rachael was responsible for data management and analysis of data from numerous sources, including county- and state-level Medicaid claims and hospital admissions data.

Research Analyst, Data Analysis Coordination and Consolidation Center (DACCC)

Funder: **Substance Abuse and Mental Health Services Administration - Center for Substance Abuse Prevention (SAMHSA-CSAP)** | Dates: **2007 – 2012**

Contribution: CSAP funded the DACCC as a means to centralize and elevate its data collection and analysis efforts, producing data that would help it provide appropriate guidance to grantees and to the prevention field in general. Rachael was responsible for managing, cleaning, and analyzing data across programs including the Minority AIDS Initiative (MAI), the Strategic Prevention Framework-State Incentive Grant (SPF SIG), and the Substance Abuse Prevention and Treatment 20% Set-Aside Block Grant. She contributed to technical reports, policy briefs, and guidance documents, led trainings and technical assistance during in-person and webinar trainings to grantees and federal Project Officers, and presented findings at professional conferences.

Associations

College of Behavioral Health Leadership

Publications and Presentations

Articles

Gerber, R., Vita, J.A., Ganz, P., Wager, C.G., Araujo, A.B., Rosen, R.C., & Kupelian, V. (2014).

Microvascular endothelial function and lower urinary tract symptoms. Manuscript accepted for publication by European Urology.

Kershaw, T., **Gerber, R.**, Divney, A., Albritton, T., Sipsma, H., Magriples, U., & Gordon, D. (2012).

Bringing your baggage to bed: Associations of previous relationship experiences with sexual risk among young couples. *AIDS Behav.*

Technical Reports

Co-Author: Wake County Crisis System Assessment Report. (2023). Wake County, North Carolina.

Co Author: Walla Walla Behavioral Health Assessment. (2022). Walla Walla County Board of County Commissioners

Co-Author: Credentialing, Licensing, and Reimbursement of the SUD Workforce: A Review of Policies & Practices Across the Nation. (2019). U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation.

Co-Author: North Dakota Behavioral Health System Study. (2018). North Dakota Department of Health and Human Services.

- Co-Author: HIV Cross-Site Evaluation Report. (2016). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Rockville, MD.
- Co-Author: HIV Cross-Site Evaluation Report. (2015). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Rockville, MD.
- Co-Author: National Outcome Measures: State-Level Trends, Volume V: 2002-2009. (2011). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Rockville, MD.
- Co-Author: Accountability Report, Volume IX: FY 2010 (2011). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Rockville, MD.

Presentations

- Isvan, N., **Gerber, R.**, Hughes, D., Battis, K., Dey, J.G., West, K.D., & Anderson, E. (2019). Credentialing, Licensing, and Reimbursement of the SUD Counseling Workforce: Review of Policies and Practices Across the Nation. Paper presented at the Academy Health Research Conference, Washington, D.C.
- Isvan, N., Lundquist, L., **Gerber, R.**, Battis, K., Burnett, M., & Brown, D.C. (2017). The Effects of Service Type and Dosage on HIV Risk Factors Among Participants of Minority AIDS Initiative Programs. Paper presented at the Annual Meeting of the Society for Prevention Research, Washington, D.C.
- Isvan, N.A., **Gerber, R.**, Battis, K., Burnett, M., Lundquist, L., Brown, D.C., Graham, P.G., & Youngman, L. (2016). HIV and Substance Abuse Prevention Needs of Transgender Individuals: An Analysis of Program Evaluation Data from SAMHSA's Minority AIDS Initiative. Presented at the 144th Annual Meeting & Expo of the American Public Health Association, Denver, CO.
- Isvan, N.A., Brown, D.C., **Gerber, R.**, Battis, K., Lundquist, L., Burnett, M., Graham, P.W., Blake, S., & Clarke, T. (2016). The Success Case Method: Integrating Qualitative and Quantitative Data to Evaluate Behavioral Health Interventions. Presented at the 30th Annual Conference of the American Evaluation Association, Atlanta, GA.
- Isvan, N.A., Lundquist, L., Burnett, M., **Gerber, R.**, Brown, D.C., Youngman, L., & Pinnock, W. (2016). The Role of SAMHSA/CSAP's Minority AIDS Initiative in Addressing Health Disparities. Presented at the 24th Annual Conference of the Society for Prevention Research, San Francisco, CA.
- Gerber, R.**, Vita, J.A., Ganz, P., Wager, C.G., Araujo, A.B., Rosen, R.C., & Kupelian, V. (June). Association of peripheral microvascular dysfunction and erectile dysfunction. Poster presented at the annual meeting of the Society for Epidemiologic Research, Boston, MA.
- Gerber, R.**, Howard, K., McInerney, K., Oliver, N.M., & Auerbach, K. (November). Reentry populations: Examining group differences in knowledge, attitudes and behaviors. Presented orally at the Annual Meeting of the American Public Health Association, Washington, DC.



Kate Brady, PhD, ABD

Project Manager

Profile

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

Project Experience

Community Engagement Lead, *New Hampshire Systems Assessment and Gap Analysis*

Funder: **New Hampshire Dept. of Health & Human Services** |
Dates: **2023 – Present**

Contribution: HSRI is conducting comprehensive system assessment and gap analysis of New Hampshire's Long-Term Services and Supports (LTSS). The goals of this assessment include population characteristics and need for services, system strengths and gaps, and provider and nursing facility capacity. Based on the findings, the project team will provide data-driven recommendations to direct policy and action, and support long-term strategic planning in NH. Kate will ensure outreach and engagement with NH residents impacted by the Home and Community-Based Services system is broad reaching and impactful to the project findings. Activities will include listening sessions, focus groups, and key informant interviews with particular attention to reaching historically underserved communities.

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

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

Education

PhD ABD

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

MS

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

BA

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

Professional Experience

Project Manager

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

Deputy Director

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

Statewide Quality and Innovation Director

(2014 – 2017)
Georgia Vocational
Rehabilitation
Agency (GVRA)
Atlanta, GA

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

Project Manager, North Dakota System Change Initiatives

Funder: North Dakota Department of Human Services (ND DHS) | Dates: 2022 – Present
 Contribution: HSRI is supporting the ND DHS in the statewide Person-Centered Practices project and system change initiative by assisting the State in achieving the goals and objectives outlined in its National Center on Advancing Person-Centered Practices and Systems (NCAPPS) Technical Assistance plan. Kate is responsible for developing strategic implementation plans, ensuring that task sequencing remains viable, promoting stakeholder engagement, supporting collaboration and communication among project teams, leading the Person-Centered Practices Self-Assessment process and action plan creation across all divisions and departments, and producing accessible and relatable deliverables.

Publications and Presentations

Publications

- Brady, K., Roder, A., & Marrone, J. (2012).** Return to Careers, A national Qualitative Inquiry into the Career Experiences, Interests, and Support Needs of Veterans returning from Iraq and Afghanistan with Post Traumatic Stress and/or Traumatic Brain Injuries.
http://nod.org/research_publications/www_vets/return_to_careers
- Citron, T., Brooks-Lane, N. Crandell, D., & **Brady, K. (2007).** A Revolution in the Employment Process for individuals with Disabilities: Customized Employment as the Catalyst for Systems Change. Journal of Vocational Rehabilitation.
- Stephens, B.R. & **Brady, K., (2000).** Contrast Gain Control and Individual Differences in Perceived Contrast. Investigative Ophthalmology and Visual Science, 41 (4); p. S802, (Abstract). Paper presented at the meetings of the Association for Research in Vision and Ophthalmology, Ft. Lauderdale, FL.
- Stephens, B.R. & **Brady, K. (2001).** Recruitment and Contrast Perception. Paper accepted for presentation at the meetings of the Association for Research in Vision and Ophthalmology, Ft. Lauderdale, FL.

Presentations

- Brady, K. (2012).** Career Interests and Supports Needs of Veterans with PTSD. Collaborative on Community Inclusion of Individuals with Psychiatric Disabilities, National Conference presentation, Philadelphia, PA.
- Cassidy, P. & **Brady, K. (2007).** Employment in Your Community: Effective Tools, Collaborations and Outcomes for People with Disabilities. Georgia Statewide Employment Workshop Series, Athens, GA.
- Brady, K. & Coleman, C. (2006).** Customized Self-Employment Tools and Outcomes. GA DOL, Jekyll Island, GA.
- Griffin, C., Geary, T., & **Brady, K. (2005).** Systems Change within the WIA Onestop System at APSE, Athens, GA.
- Brady, K. & Johnson, L. (2005).** Customized Employment Outcomes and Strategies at ACES, Atlanta, GA.
- Brady, K. & Slade, K. (2005).** Universal Access and Customized Employment in WIA Onestops. SETA, Marietta, GA.



Sara Galantowicz, MPH

Senior Policy Associate

Profile

Sara Galantowicz is a senior policy associate with nearly 30 years' health policy and disability research and evaluation experience, with an emphasis on measuring and improving health care quality. Her areas of expertise include Medicaid; long-term services and supports for people with disabilities; Medicare post-acute care; and quality measure/improvement. Sara is particularly dedicated to enabling people with disabilities to self-report on their experience with support services. She has directed multiple federal and state contracts, including analyses of large datasets of Medicare and Medicaid claims, data from electronic health records, and clinical and functional assessment data. Sara is also highly skilled in qualitative data gathering and analysis, including key informant interviews and focus group facilitation, as well as working with technical expert panels.

HSRI Project Experience

Senior Policy Associate, *New Hampshire Systems Assessment and Gap Analysis*

Funder: New Hampshire Dept. of Health & Human Services | Dates: 2023-Present

Contribution: HSRI is conducting comprehensive system assessment and gap analysis of New Hampshire's Long-Term Services and Supports (LTSS). The goals of this assessment include population characteristics and need for services, system strengths and gaps, and provider and nursing facility capacity. Based on the findings, the project team will provide data-driven recommendations to direct policy and action, and support long-term strategic planning in NH. Sara is supporting collecting qualitative data via focus groups and key informant interviews, along with advising on quantitative analyses and developing a communication plan.

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

Funder: State Developmental Disability Agencies | Dates: 2023-Present

Contribution: NCI is a data collection effort designed to assist state Developmental Disability (DD) agencies to collect data on a standard set of performance and outcome measures. States use this data to assess satisfaction and experience with supports, track key outcomes across multiple years, compare outcomes to other states and the average across states, and improve state human service system performance. Sara provides input on survey revisions and supports special studies.

Education

MPH

University of Michigan
Ann Arbor, Michigan
(Population Planning and International Health)

BA

Princeton University
Princeton, NJ
(Economics)

Professional Experience

Senior Policy Associate

(2023 – Present)
Human Services Research Institute
Cambridge, MA

Account Lead, CMS and Affiliated Markets

(2019 – 2023)

Principal Associate

(2017 – 2023)

Senior Associate

(2012 – 2017)

Abt Associates
Cambridge, MA

Research Manager

(2000 – 2012)

Truven Health Analytics
Cambridge, MA

Senior Evaluator

(1991 – 1997)

U.S. Government Accountability Office (GAO)
Detroit, MI and Boston, MA

Senior Policy Associate, National Core Indicators – Aging and Disabilities (NCI-AD)

Funder: **State Medicaid, Aging, and Disability Agencies** | Dates: **2023-Present**
Contribution: HSRI partners with the Advancing States on the NCI-AD project. An extension of the National Core Indicators (NCI) project, NCI-AD works to assess, compare, and improve programs that provide long-term services and supports to older adults and people with physical disabilities. Currently, 25 states participate in NCI-AD, collecting data on a standard set of performance and outcome measures. States use this data to assess the performance of their programs and delivery systems in order to improve services for older adults and individuals with physical disabilities. Sara is supporting the revisions process to update the NCI ACS for the 2026 launch and advising on survey testing.

Abt Project Experience

Principal Investigator, Evaluation of the Supportive Services Demonstration

Funder: **Department of Housing and Urban Development (HUD)** | Dates: **2017-2013**
Contribution: HUD contract to evaluate its Supportive Services demonstration program designed to support aging-in-place among low-income older adults living in subsidized housing, via placing RN and wellness staff housing in buildings selected in a randomized cluster design.

Principal Director, Minnesota Medicaid Home and Community-Based Services Access Monitoring

Funder: **Minnesota Department of Human Services** | Dates: **2016-2013**
Contribution: Abt conducted an environmental scan and is leveraging a range of clinical, administrative and survey data sources for an interactive dashboard of HCBS access indicators for individuals of all ages. Sara's responsibilities include designing the analytic approach, overseeing programming staff, providing technical assistance to state officials and coordinating with state-based project stakeholders.

Project Director and Senior Technical Advisor, Home Health and Hospice Quality Reporting Program Support

Funder: **Centers for Medicare & Medicaid Services (CMS)** | Dates: **2019-2013**
Contribution: Contract to develop and support implementation of quality measures and patient clinical assessment tools, for CMS' home health and hospice public reporting programs. Abt and its partners are conducting environmental scans to identify measures gaps and literature reviews and other qualitative data collection to support measure constructs and inform the development of a new assessment tool for hospice patients. The multi-disciplinary team is also developing and testing new quality measures; convening technical expert panels; organizing stakeholder outreach; supporting the federal rule-making process; and conducting a national field test.

Co-Principal Investigator, Evaluation of the Section 811 Project Rental Assistance (PRA) Program – Phase II

Funder: **HUD** | Dates: **2016-2019**
Contribution: Evaluation for HUD of its Project Rental Assistance demonstration program linking affordable housing and HCBS for non-elderly people with disabilities. As the health lead, Sara oversaw design and implementation of health and quality of life outcomes measures among program participants, via participant survey, as well as analysis of Medicaid and Medicare claims data.

Project Quality Reviewer, Nursing Home Quality Rating Systems

Funder: **CMS** | Dates: **2018-2023**
Contribution: Under contract to CMS, Abt supports the Nursing Home Care Compare rating system, including calculating ratings and developing new measures. Additionally, Abt conducted a nursing

home staffing study to support CMS in developing minimum nursing home staffing requirements. Sara is the project quality reviewer and supports delivery of high-quality products.

Project Quality Reviewer, *Home Health Value-Based Purchasing Demonstration*

Funder: CMS | Dates: 2018-2023

Contribution: Under the authority of the Affordable Care Act, Abt is supporting implementation of a program to link payment to performance on select quality outcomes for home health patients. Sara is the senior advisor to the Project Director and supports delivery of high-quality products.

Project Quality Reviewer, *Merit-Based Incentive Payment System (MIPS) Practice Improvement and Measures Management Support (PIMMS)*

Funder: CMS | Dates: 2017-2023

Contribution: Contract providing implementation support related to quality measures and improvement activities (IAs) for annual rulemaking; supporting external stakeholders communications related to MIPS Measures and IAs and supporting physician compare/public reporting sites, to support CMS in achieving the objectives outlined in the MIPS section 101 of the MACRA legislation.

Project Director and Senior Advisor, *Evaluation of the Medicaid Innovation Accelerator Program (IAP)*

Funder: CMS | Dates: 2015-2020

Contribution: A primarily qualitative evaluation for CMS of technical assistance and other resources provided to states to support Medicaid reform, including provision of housing with services to people with disabilities and HCBS value-based purchasing. Sara was also the lead of the Long-Term Services and Supports evaluation team.

Project Director, *Outcome and Assessment Information Set (OASIS) Quality Measure Development and Maintenance*

Funder: CMS | Dates: 2014-2019

Contribution: Developed and supported implementation of home health quality measures and the OASIS clinical assessment tool, for CMS public reporting initiatives. Key tasks included: environmental scans and literature reviews to support measure constructs; developing and testing new quality measures; convening multiple technical expert panels; organizing stakeholder outreach; conducting analyses on policy options; supporting public reporting; obtaining OMB approval for data collection efforts; and supporting home health agencies by operating a help desk. Sara oversaw a large, multi-disciplinary team during this 4.5-year, \$14 million project.

Project Director, *Survey of Caregivers Supporting Family Members with a Disability*

Funder: Assistant Secretary for Planning and Evaluation (ASPE) | Dates: 2014-2015

Contribution: Abt developed and tested a survey for informal caregivers who support a person with a disability without relying solely on public supports. As part of this project, Abt and its partners also evaluated potential sampling frames and developed a sampling strategy, as well as drafted a Paperwork Reduction Act package for survey implementation. As project director, Sara had overall responsibility for the contract, and led survey development and cognitive testing efforts.

Project Director, *Evaluation of Meaningful Use Stage Three Objectives*

Funder: Agency for Healthcare Research and Quality (AHRQ) | Dates: 2013-2014

Contribution: AHRQ contracted with Abt Associates to evaluate select objectives proposed for Meaningful Use Stage 3, related to Patient and Family Engagement, Care Coordination and Interoperability. Sara led this effort, in partnership with two leading health systems, to provide rapid

cycle feedback on the feasibility of implementing the objectives, barriers, required system enhancements and functionality, and the alignment with industry strategic objectives.

Project Director, Development, Maintenance, and Support of Hospital Clinical Quality Measures for ARRA HITECH

Funder: CMS | Dates: 2012-2014

Contribution: AHRQ contracted with Abt Associates to evaluate select objectives proposed for Meaningful Use Stage 3, related to Patient and Family Engagement, Care Coordination and Interoperability. Sara led this effort, in partnership with two leading health systems, to provide rapid cycle feedback on the feasibility of implementing the objectives, barriers, required system enhancements and functionality, and the alignment with industry strategic objectives.

Additional Relevant Work History

Research Manager, Truven Health Analytics | Dates: 2000-2012

Contribution: Sara led several research and technical assistance contracts, including support to state Medicaid programs in managing their HCBS programs, technical assistance on quality measurement for the Money Follows the Person program, and an overview of criminal background check practices and policy issues among direct care workers. She was the lead author of an AHRQ compendium of quality measures that could be used for HCBS programs, in support of a Deficit Reduction Act mandate. Ms. Galantowicz was the primary developer of CMS' Participant Experience Survey and led initial development and cognitive testing of the CAHPS HCBS Survey, which assesses participant-reported outcomes from Medicaid recipients.

Senior Evaluator, U.S. Government Accountability Office (GAO) | Dates: 1991-1997

Contribution: as a member of the Health Systems and Financing Group, Sara was responsible for managing program evaluation reports requested by members of Congress. Responsibilities included research design, data analysis, staff supervision and report writing on health and social service issues. Topics included Medicare managed care, Medicaid institutional and community-based long-term services and supports, disability, SSI, and emergency health care.

Associations

2017 – Present Member Academy Health

2023 – Present Member, Advisory Committee for the Academy Health Long-Term Services and Supports Interest Group

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Human Service Research Institute

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Stephanie Giordano	Project Director	\$20,476	\$110,401.92
Rachael Gerber	Project Manager and Quantitative Analysis	\$21,500	\$115,827.12
Kate Brady	Engagement Lead	\$14,289	\$105,927.36
Sara Galantowicz	Senior Advisor	\$22,869	\$160,150.08
		\$0.00	\$0.00
		\$0.00	\$0.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext: 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with Human Services Research Institute (VC#170337), Cambridge, MA, in the amount of \$741,962 to provide a Home and Community Based Services (HCBS) system assessment, gap analysis, and recommendations, with the option to renew for up to two (2) additional years, effective July 1, 2023, or upon Governor and Council approval, whichever is later, through June 30, 2024. 100% Federal Funds.

Funds are anticipated to be available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-048-481010-89200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-ELDERLV&ADULT SVCS; GRANTS FOR SOCIAL SVC PROG; MONEY FOLLOWS THE PERSON

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Grants for Pub Asst & Relief	48108920	\$741,962
			Total	\$741,962

EXPLANATION

The purpose of this request is to support the State's capacity to effectively and efficiently implement the Money Follows the Person (MFP) Rebalancing Demonstration grant received from the Centers for Medicare and Medicaid Services (CMS) in September 2022. The Contractor will conduct a Home and Community Based Services (HCBS) Systems Assessment and Gap Analysis for New Hampshire. The Contractor will provide recommendations to enhance system capacity by reviewing a range of demographic and diversity data, long term services and supports (LTSS) utilization, needs and provider capacity, as well as nursing facility capacity. The findings from the assessment and analysis will inform the development and implementation of the CMS required MFP Operational Protocol. The MFP Operational Protocol will outline how the Department will design and operate the MFP program, as well as how the Department will allocate enhanced federal funding to rebalance overall Medicaid expenditures towards a more robust HCBS service system.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The System Assessment and Gap Analysis will include a range of demographic data for individuals served at the state and county levels. The Contractor will conduct analyses and a statewide inventory of existing community-based networks and resources that support community integration and identify gaps in HCBS capacity based on LTSS population needs and geographic needs. The assessment will also evaluate disparities within the state's HCBS system and determine the extent to which additional providers and services may be needed to serve diverse communities and strategies to alleviate geographic inequities.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 10, 2023 through April 7, 2023. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, the Department would be unable to complete and submit the Operational Protocol for the MFP program within the timeframe required by the CMS demonstration grant. The information, data and analysis from the Systems Assessment and Gaps Analysis is vital for the state to develop the MFP program in a data informed manner so that the program meets the needs of the individuals we serve, while achieving cost savings, expanding the HCBS continuum and improving quality.

Source of Federal Funds: Assistance Listing Number #93.791, FAIN #1LICMS331877

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

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

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

Project ID # RFP-2023-DLT83-00-SYSTE

Project Title System Assessment and Gap Analysis

	Maximum Points Available	Berry Dunn McKel & Parker, LLC	Human Services Research Institute	Public Consulting Group, LLC	Health Management Associates, Inc.	Syra Health Group
Technical						
Experience (Q1)	150	124	130	115	125	65
Assessment and Analysis (Q2)	100	70	83	75	84	40
Inventory (Q3)	100	75	80	75	79	55
Identified Needs (Q4)	100	75	70	75	82	50
Institutional Capacity (Q5)	100	80	82	78	76	47
Use of Data (Q6)	150	110	125	116	121	45
Subtotal - Technical	700	540	570	534	567	302
Cost						
Budget Sheet	150	89	113	75	100	122
Program Staff List	150	82	125	58	100	122
Subtotal - Cost	300	171	238	133	200	244
TOTAL POINTS	1000	711	808	667	767	546
TOTAL PROPOSED VENDOR COST		\$748,886	\$741,602	\$748,528	\$738,736	\$700,400

Reviewer Name	Title
1 Kari Hanger	Prog Planning & Review Specialist
2 Laurie Heath	Administrator III - Finance
3 Donna McKean	MFP Data and Quality Analyst
4 Kristina Ickes	Administrator IV

FORM NUMBER P-37 (version 12/11/2019)**Subject: RFP-2023-DLTSS-06-SYSTE-01 System Assessment and Gap Analysis**

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**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Human Services Research Institute		1.4 Contractor Address 2336 Massachusetts Avenue, Cambridge, MA 02140	
1.5 Contractor Phone Number (617) 876-0426	1.6 Account Number 05-095-048-481010-89200000	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$741,962
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631.	
1.11 Contractor Signature DocuSigned by: <i>David Hughes</i> Date: 6/7/2023		1.12 Name and Title of Contractor Signatory David Hughes President	
1.13 State Agency Signature DocuSigned by: <i>Melissa Hardy</i> Date: 6/7/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Polyn Quirino</i> On: 6/7/2023			
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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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System Assessment and Gap Analysis**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or July 1, 2023, whichever is later. ("Effective Date").

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

3.3. The parties may extend the Agreement for up to two (2) 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.

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

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

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement, all references to days mean calendar days, excluding state and federal holidays.
- 1.2. The Contractor must provide a Home and Community Based Services (HCBS) System Assessment and Gaps Analysis that includes a range of demographic data for individuals served at the state and county levels, including but not limited to:
 - 1.2.1. Race.
 - 1.2.2. Ethnicity.
 - 1.2.3. Age.
 - 1.2.4. Gender.
- 1.3. The Contractor must conduct analyses that include:
 - 1.3.1. Long Term Support Services (LTSS) utilization trends among older adults and adults with disabilities;
 - 1.3.2. Diversity of people served by the Choices for Independence (CFI) Waiver, including those who may not be accessing the full complement of CFI services and how they reflect the state's population;
 - 1.3.3. Diversity of people potentially eligible but not yet being served by the CFI Waiver;
 - 1.3.4. Data collected and processed for the Minimum Data Set Section Q performed in nursing facilities;
 - 1.3.5. State and county level housing trends, comparing urban, suburban, and rural communities; and
 - 1.3.6. HCBS System capacity to understand home and community-based services covered under Medicaid, including but not limited to:
 - 1.3.6.1. Provider capacity.
 - 1.3.6.2. Adequacy of service array(s).
 - 1.3.6.3. Existing quality improvement and assurance systems.
 - 1.3.6.4. Cross-agency collaborations.
 - 1.3.6.5. Care coordination intersects, roles and responsibilities.
 - 1.3.6.6. Affordable/accessible housing capacity, including wait times.
- 1.4. The Contractor must conduct a statewide inventory of existing community-

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based networks and resources that support community integration.

- 1.5. The Contractor must identify gaps in HCBS capacity based on LTSS population needs and geographic differences.
- 1.6. The Contractor must assess institutional (nursing facilities and residential care facilities) capacity as well as current and projected need for institutional beds to determine how NH can restructure and improve systems of care that underlie successful transitions and consideration for increased investment in HCBS.
- 1.7. The Contractor must conduct the assessment and gaps analysis by utilizing quantitative and qualitative data and engagement of stakeholders including but not limited to:
 - 1.7.1. DHHS leadership.
 - 1.7.2. Participants served by the CFI Waiver.
 - 1.7.3. Residents in long-term care facilities.
 - 1.7.4. Family members and other caregivers.
 - 1.7.5. The State designated Aging and Disability Resource Center network (ServiceLink).
 - 1.7.6. New Hampshire Medicaid Care Management.
 - 1.7.7. Housing providers.
 - 1.7.8. Direct care workforce.
- 1.8. The Contractor must conduct individual and small group key informant interviews with stakeholders identified in 1.8.1 through 1.8.8.
- 1.9. The Contractor must conduct up to ten (10) on-site focus groups with stakeholders identified in 1.8.2. through 1.8.4.
- 1.10. The Contractor must conduct a kick-off meeting with the Department upon approval of the contract to formulate scope of the project and define specific goals, tasks and deliverables.
- 1.11. The Contractor must work with the Department to finalize the work plan and timeline with within thirty (30) days of the Contract effective date as described in the draft work plan below. The Department must approve the final work plan.

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	July	Aug = Oct	Nov = Jan	Feb = Mar	Apr = May	June
Task 1: Project Management						
Work Plan Finalized	X					
Monthly Reports	X	X	X	X	X	X
Systems Goal Exploration	X					
Site Visits		X	X			X
Task 2: Communications and Community Engagement						
Communications Plan	X					
Public Community Listening Session		X				
Community Asset Mapping	X	X				
Community Network and Resource Inventory		X	X			
Task 3: Data Collection and Analysis						
Identify, Obtain, and Analyze Data	X	X	X	X		
Community Network and Resource Inventory		X	X			
Conduct Interviews and Focus Groups		X	X	X		
Mixed Methods Data Analysis				X	X	
Task 4: Final Report and Recommendations						
Draft Final Report & Recommendations					X	
Final Report & Recommendations						X
Strategic Planning Groundwork						X

- 1.12. The Contractor must develop a detailed communications plan within 30 days of the contract effective date that will address communications. The plan will describe the following:
 - 1.12.1. The target audiences;
 - 1.12.2. Distribution strategies of recruitment materials and dissemination of findings; and
 - 1.12.3. Accessibility and translation needs for all products.
- 1.13. The Contractor must conduct one in-person and one virtual Public Community Listening Session to introduce the project and gather perspectives in an open, public forum.
- 1.14. The Contractor must conduct Community Asset Mapping in order to map the communities and networks that are already connected with the Department, gaps, and opportunities for targeted outreach for engagement. Resources will be identified and organized by type. Categories include but are not limited to:
 - 1.14.1. Existing community-based networks and resources.
 - 1.14.2. Advisory Councils.
 - 1.14.3. Workgroups.
 - 1.14.4. Associations.
 - 1.14.5. Technical assistance or education partners.
 - 1.14.6. Grants.
- 1.15. The Contractor must attend key meetings with the Department and present assessment findings to the Department and its stakeholders.

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1.16. The Contractor must prepare and provide a final report at the close of the data analysis with a summary of key findings and recommendations. The report will include and describe:

- 1.16.1. Purpose and background for the study;
- 1.16.2. Methods;
- 1.16.3. Quantitative and qualitative data analysis findings; and
- 1.16.4. Recommendations for addressing the gaps/needs identified in the State.

1.17. The Contractor must access data from a Secure File Transfer Protocol (SFTP) site folder as set up by the Department.

1.18. Reporting

1.18.1. The Contractor must submit monthly reports to ensure the work plan is being followed which include, but are not limited to:

1.18.1.1. Written updates to the Department on data access, collection, analysis, and the status of other activities completed during the month, and any difficulties encountered. These reports are due by the seventh (7th) business day following the end of the month that is being reported on.

1.18.1.2. Comprehensive summary of key findings.

1.18.1.3. Potential future short-term and long-term goals to more effectively incorporate the Department's current investments in whole person service delivery both in Medicaid and other Department services.

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

2. Exhibits Incorporated

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

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

2.3. The Contractor must comply with all Exhibits D through K, which are attached

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hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

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

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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, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives 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.

5. Background Checks

- 5.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone the following background checks to ensure the individual does not represent evidence of behavior that could endanger Department staff and individuals providing information for the System Assessment and Gap Analysis:
- 5.1.1. A criminal background check, at the Contractor's expense;
 - 5.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49.

6. Privacy Impact Assessment

- 6.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared,

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or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 6.1.1. How PII is gathered and stored;
 - 6.1.2. Who will have access to PII;
 - 6.1.3. How PII will be used in the system;
 - 6.1.4. How individual consent will be achieved and revoked; and
 - 6.1.5. Privacy practices.
- 6.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

7. Department Owned Devices, Systems and Network Usage

- 7.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the selected Vendor must:
- 7.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 7.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 7.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

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

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

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

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

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

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

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

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

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

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

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

7.1.10.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the

**New Hampshire Department of Health and Human Services
System Assessment and Gap Analysis**

EXHIBIT B

Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

7.1.10.5. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

7.1.11. Workspace Requirement

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

8. Contract End-of-Life Transition Services

8.1. General Requirements

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

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

8.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store

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**New Hampshire Department of Health and Human Services
System Assessment and Gap Analysis
EXHIBIT B**

Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

- 8.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

8.2. Completion of Transition Services

- 8.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 8.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

8.3. Disagreement over Transition Services Results

- 8.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

**New Hampshire Department of Health and Human Services
System Assessment and Gap Analysis
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Money Follows the Person Rebalancing Demonstration, as awarded on August 22, 2022, by the Centers for Medicare & Medicaid, ALN 93.791, FAIN 1LICMS331877.
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 for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 3. - Deliverables below:

Task	Cost	Due Date
Take 1: Project Management		
Work Plan Finalized	\$5,255.40	7/31/2023
Monthly Reports	\$7,883.10	8/31/2023
Systems Goal Exploration	\$18,393.90	8/31/2023
Site Visits	\$21,021.60	9/30/2023
Take 2: Communications and Engagement		
Communication Plan	\$35,932.25	9/30/2023
Public Community Listening Sessions	\$35,932.25	10/31/2023
Community Assest Mapping	\$35,932.25	10/31/2023
Community Network and Resource Inventory	\$35,932.25	11/30/2023
Task 3: Data Collection and Analysis		
Identify, Obtain, and Analyze Data	\$99,616.00	12/31/2023
Community Network and Resource Inventory	\$99,616.00	12/31/2023
Conduct Interviews and Focus Groups	\$99,616.00	1/31/2024

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**New Hampshire Department of Health and Human Services
System Assessment and Gap Analysis
EXHIBIT C**

Mixed Methods Data Analysis	\$99,616.00	2/28/2024
Task 4: Final Report and Recommendations		
Draft Final Report & Recommendations	\$44,164.50	4/30/2024
Final Report & Recommendations	\$44,164.50	6/30/2024
Strategic Planning Groundwork	\$58,886.00	6/30/2024

4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) of the month following the month in which the deliverables were completed. 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. Is completed, signed, dated and returned to the Department to initiate payment.
 - 4.4. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice for authorized deliverables shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits

**New Hampshire Department of Health and Human Services
System Assessment and Gap Analysis
EXHIBIT C**

- 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: HSRI

6/7/2023

Date

DocuSigned by:
David Hughes

Name: David Hughes

Title: President

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

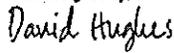
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: HSRI

6/7/2023

Date

DocuSigned by:

 Name: David Hughes
 Title: President

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Vendor Initials

Date 6/7/2023

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

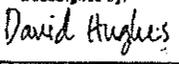
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: HSRI

6/7/2023

Date

DocuSigned by:

 Name: David Hughes
 Title: President

Contractor Initials 
 Date 6/7/2023

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: HSRI

6/7/2023

Date

DocuSigned by:

David Hughes

Name: David Hughes

Title: President

Exhibit G

Contractor Initials

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DH

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: HSRI

6/7/2023

Date

DocuSigned by:
David Hughes
Name: David Hughes
Title: president

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. DA

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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

HSRI

The State

Name of the Contractor

Melissa Hardy

David Hughes

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

David Hughes

Name of Authorized Representative
Director, DLSS

Name of Authorized Representative

President

Title of Authorized Representative

Title of Authorized Representative

6/7/2023

6/7/2023

Date

Date

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Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

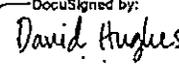
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: HSRI

6/7/2023

Date

DocuSigned by:

 Name: David Hughes
 Title: President



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FORM A

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

- The UEI (SAM.gov) number for your entity is: ZJW5N4CMCX4
- 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:

- 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:

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

Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

9. Remote User Communication: If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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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 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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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Exhibit K

DHHS Information Security Requirements



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