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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
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July 25, 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 for Behavioral Health, to enter into a **Sole Source** contract with Center for Health Care Strategies, Inc. (VC #505333), Hamilton, NJ, in the amount of \$98,569 to conduct an assessment of the New Hampshire Children's Behavioral Health System of Care (SOC), with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through July 31, 2025. 100% General Funds.

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

**05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	92102053	\$98,569
			<b>Total</b>	<b>\$98,569</b>

**EXPLANATION**

This request is **Sole Source** because the Contractor is the only known vendor with the requisite specialized experience and expertise in Children's System of Care design, including specific experience implementing the State of New Jersey's Children's System of Care, on which much of New Hampshire's system is modeled. There is no other known contractor with the level of knowledge and skill in designing integrated, high-performance systems to serve children and youth with behavioral health needs and co-occurring challenges, including substance misuse and child welfare/juvenile justice involvement.

The purpose of this request is for the Contractor to conduct an assessment of the State's Children's Behavioral Health System of Care (SOC) to assist the Department with developing a

comprehensive actionable strategy to build and strengthen the SOC for children, youth and their families.

Upon conducting the assessment, the Contractor will provide recommendations to the Department on how to minimize the need for residential treatment statewide, as well as enhance the residential treatment system. In addition, the Contractor will provide recommendations to expand and intensify population-based strategies and community-based services for children and families to prevent the need for out of home placement and allow timely and effective step-down from out of home treatment; and adapt its internal focus and organization to better align with the structure of the SOC. The Contractor is required to conduct the assessment and make recommendations consistent with statutory requirements of the SOC RSA 135-F, as well as other related statutes amended by Senate Bill 14 (2019).

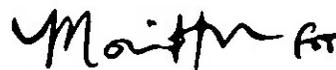
The Department will monitor services through:

- The Contractor's routine status updates provided to the Department;
- The Work Plan deliverable timeframes included in the attached Agreement.
- The Contractor's draft and final report with recommendations.

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 one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will be unable to assess the State's Children's Behavioral Health System of Care to develop a comprehensive actionable strategy to build and strengthen the system of care for children, youth and their families which may result in the lack of strategic development of adequate community based services, additional reliance on out-of-state providers, and extended lengths of stay for youth in emergency departments for youth in need of intensive behavioral health treatment.

Respectfully submitted,



Lori A. Weaver  
Commissioner

**Subject:** Children's Behavioral Health System of Care Assessment (SS-2025-DBH-15-CHILD-01)

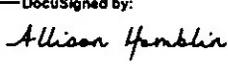
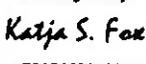
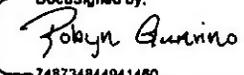
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Center for Health Care Strategies, Inc.		1.4 Contractor Address 200 American Metro Boulevard, Suite 119 Hamilton, NJ 08619	
1.5 Contractor Phone Number (609) 528-8400	1.6 Account Unit and Class TBD	1.7 Completion Date July 31, 2025	1.8 Price Limitation \$98,569
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:  Date: 7/29/2024		1.12 Name and Title of Contractor Signatory Allison Hamblin President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 7/30/2024		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 7/31/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DS  
AH  
Date 7/29/2024

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Children's Behavioral Health System of Care Assessment  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

**New Hampshire Department of Health and Human Services  
Children's Behavioral Health System of Care Assessment**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must conduct an assessment of the New Hampshire Children's Behavioral Health System of Care (the "SOC") and identify key strategies and actions necessary to strengthen the SOC for children, youth and their families.
- 1.2. The Contractor must review and consider the applicable statutory requirements of the SOC, including, but not limited in NH RSA 135-F, when conducting the SOC assessment.
- 1.3. The Contractor must assess and make recommendations on how the Department can provide more effective community-based treatment services that minimize the need for residential treatment statewide, and when needed, provide for more therapeutic, short-term residential services that are close to a child's home by:
  - 1.3.1. Improving access to quality community-based and family focused services;
  - 1.3.2. Improving access to quality short-term residential treatment in and outside of NH;
  - 1.3.3. Meeting the needs of the most complex youth in NH who do not fit into current residential offerings.
  - 1.3.4. Making specific recommendations on the right mix of capacity for types of residential treatment programs and how to meet that need as close to a child's home community as possible.
  - 1.3.5. Making recommendations on how residential programs will meet all applicable federal and state regulations.
- 1.4. The Contractor must assess and make recommendations on how DHHS can expand and intensify population-based strategies and community-based services for children and families to prevent the need for out of home placement and allow timely and effective step-down from out of home placement, particularly with regard to youth involved with Child Protection and Juvenile Justice, which must include, but is not limited to:
  - 1.4.1. Incorporating best practices from other states, municipalities, and subject matter experts.
  - 1.4.2. Identifying ways for the system to remain viable and sustainable in the current financial and workforce landscape.
  - 1.4.3. Building on the foundation of key SOC tools and programs including but not limited to the Child and Adolescent Needs and Strengths (CANS) assessment, the Comprehensive Assessment for Treatment (CAT), and Families and Systems Together (FAST) Forward.

**New Hampshire Department of Health and Human Services  
Children's Behavioral Health System of Care Assessment**

**EXHIBIT B**

- 1.4.4. Exploring ways to expand access, effectiveness, and intensity of in-home supports.
- 1.5. The Contractor must assess and make recommendations on how DHHS can adapt its internal focus and organization to better align with the SOC, which must include:
  - 1.5.1. The internal and external optimal organizational structure to effectively advance this work;
  - 1.5.2. Recommendations on how the Department may increase monitoring of placements and payment and take more value-driven approaches to system design and sustainability;
  - 1.5.3. Assessment of the complex financial methodologies, rate setting, and funding sources that support youth in residential care; and
  - 1.5.4. Recommendations on how to optimize federal funding sources to support care for all youth, including those in Child Protective and Juvenile Justice systems.
- 1.6. The Contractor must assess the current efforts within NH to advance the SOC for children, youth, and their families; and identify gaps and opportunities, which must include, but is not limited to:
  - 1.6.1. Reviewing policies, data and information provided by the Department.
  - 1.6.2. Identifying and requesting any additional information from the Department necessary to inform the gaps and opportunities analysis.
  - 1.6.3. Reviewing demographic information and available outcome data on children and youth served by the public behavioral health system.
  - 1.6.4. Reviewing existing reports and/or assessments on services provided across Medicaid, behavioral health, child welfare, and juvenile justice systems.
  - 1.6.5. Reviewing and analyzing documentation on service coverage, including aggregate expenditure information and Length of Stay reports, as available.
  - 1.6.6. Synthesizing existing state and federal reports, as appropriate, as well as grey and peer-reviewed literature reviews to support recommendations.
- 1.7. The Contractor must:
  - 1.7.1. Schedule an initial kick-off meeting with the Department for no later than two (2) weeks after the contract effective date to:
    - 1.7.1.1. Discuss and ensure the New Hampshire Children's Behavioral Health SOC Assessment focuses on the target

**New Hampshire Department of Health and Human Services  
Children's Behavioral Health System of Care Assessment**

**EXHIBIT B**

- population of children, youth, and their families in accordance with 1.1 above; and
- 1.7.1.2. Review and finalize the Work Plan Deliverables and Deliverable Timeframes in Section 1.12 Work Plan.
- 1.8. The Contractor must:
- 1.8.1. Develop an interview protocol and key informant interview guide;
- 1.8.2. Identify and develop a list of key informants, subject to Department approval, including, but not limited to:
- 1.8.2.1. Youth/family with lived experience.
- 1.8.2.2. State personnel.
- 1.8.2.3. Youth and family organizations.
- 1.8.2.4. Other community-based organizations.
- 1.8.3. Schedule and conduct a minimum of ten (10) virtual interviews with key informants, which must be conducted using a HIPAA-compliant platform in a secure, private location to maintain the confidentiality of the key informant interview participants.
- 1.8.3.1. Upon approval by the Department, the Contractor may in lieu of, or in addition to, conducting some portion of the required interviews, identify stakeholder groups and develop a discussion guide for the purpose of conducting focus groups.
- 1.9. In connection with the performance of this Agreement, the Parties will not exchange any confidential information of any type, including but not limited to protected health information as defined in Health Insurance Portability and Accountability Act (HIPAA), personally identifiable information, or any type of information that may be used to determine, distinguish, or trace an individual's identity. The Contractor must not collect, process, or store any personally identifiable information, protected health information, or any information that can be used to determine, distinguish, or trace an individual's identity.
- 1.10. The Contractor must participate in regularly scheduled meetings with the Department, as requested by the Department, to:
- 1.10.1. Review progress and gather information as needed;
- 1.10.2. Identify system barriers or opportunities; and

**New Hampshire Department of Health and Human Services  
Children's Behavioral Health System of Care Assessment  
EXHIBIT B**

- 1.11. Upon submission of the final report in accordance with Section 1.13 Reporting below, the Contractor must conduct the following with the Department:
- 1.11.1. A minimum of two (2) presentations of the findings included in the final report;
  - 1.11.2. Discussion of roles and responsibilities across partners regarding decision-making and process development;
  - 1.11.3. Discussion of and consultation on stakeholder groups and feedback processes;
  - 1.11.4. Discussion of priorities and the various steps to implementation;
  - 1.11.5. Identification of current and future capacity needs based on data provided; and
  - 1.11.6. Identification of technical assistance needs to support implementation.
- 1.12. Work Plan
- 1.12.1. The Contractor must provide the services in fulfillment of this Exhibit B in accordance with the Work Plan deliverables below, which may be subject to modification upon written approval by the Department:

Work Plan		
Deliverable	Deliverable Due Date	Deliverable Activities
Project Launch Call	Within first 2 weeks of launch date	<ul style="list-style-type: none"> <li>• Introductions</li> <li>• Level-set on scope of work-review strategic questions and population focus</li> <li>• Work plan and next steps</li> <li>• Communicate priorities and expectations</li> </ul>
Routine Check Ins with Department leadership	Throughout project Cadence determined based on need and expediency	<ul style="list-style-type: none"> <li>• Review progress</li> <li>• Gather information</li> <li>• Identify system barriers or opportunities</li> </ul>
Collect, review and analyze data and documentation	10/31/2024	<ul style="list-style-type: none"> <li>• Contractor to request and review policies, data and information collected; Identify and request any additional data/documentation from the Department to inform the scan                             <ul style="list-style-type: none"> <li>○ Approximately 15-20 documents from Department, to include review of demographic information and available outcome data on children and youth served by the public behavioral health system</li> <li>○ Review existing reports/assessments on services provided across Medicaid, behavioral health, child welfare, and juvenile justice systems</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>o Review/analyze documentation on service coverage including aggregate expenditure information and length of stay (LOS) reports, as available</li> <li>• Synthesize existing state and federal reports, as appropriate, as well as grey and peer-reviewed literature review to support recommendations</li> </ul>
Conduct Interviews	11/15/2024	<ul style="list-style-type: none"> <li>• Develop Interview Protocol and conduct a minimum of ten (10) semi-structured interview sessions to gather information</li> <li>• Identify and develop a list of key informants that includes family/youth with lived experience, state and county leadership and staff, individuals with experience in financing and rate setting, community-based organizations, and youth and family run organizations.</li> <li>• Develop a key informant interview guide and receive NH feedback. Reach out to stakeholders and schedule virtual interviews.</li> <li>• May also include: Focus groups (in lieu of some interviews, upon approval by the Department); identify and develop stakeholder groups for focus groups; develop a discussion guide; reach out and schedule focus groups</li> </ul>
Draft and Finalize Report	1/15/2025	<ul style="list-style-type: none"> <li>• Contractor to develop an annotated outline, draft report, final report, and slide deck with findings and recommendations based on the reviews of data and documentation and key informant interviews conducted, and informed by system of care values, national best practices, and research.</li> </ul>
Presentation of Final Report and Recommendations	2/28/2025	<ul style="list-style-type: none"> <li>• Review/discuss final report and recommendations, including providing up to two (2) presentations on the report</li> <li>• Discuss roles and responsibilities across partners regarding decision-making and process development</li> <li>• Discuss and consult on stakeholder groups and feedback processes</li> <li>• Discuss priorities and implementation steps</li> <li>• Identify capacity needs currently and in the future based on data provided</li> <li>• Identify technical assistance needs to support implementation</li> </ul>

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1.13. Reporting

- 1.13.1. The Contractor must submit an annotated draft report of the assessment findings and recommendations including key strategies and actions to strengthen and broaden the SOC for children, youth and their families statewide to the Department for review and approval and/or necessary changes in accordance with the timeframe in the Work Plan in 1.12 for Department review and approval.
- 1.13.2. Upon Department review and approval of the draft report as specified in 1.13.1 above, the Contractor must update the draft report as requested by the Department and submit the Final Report to the Department in accordance with the timeframe in the Work Plan in 1.12.
- 1.13.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.14. Background Checks

- 1.14.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
  - 1.14.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
  - 1.14.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
  - 1.14.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

- 1.15.1.1. If applicable, upon termination or expiration of the Agreement 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

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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.

1.15.1.2. 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.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. 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 Agreement.

1.15.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the 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.

1.15.1.6. 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<sup>s</sup> will

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jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

**1.15.2. Completion of Transition Services**

1.15.2.1. 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.

1.15.2.2. 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 the Department's Information Security Requirements Exhibit.

**1.15.3. Disagreement over Transition Services Results**

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, 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 Agreement.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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**3.2. Credits and Copyright Ownership**

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement 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."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.2.3.1. Brochures.
  - 3.2.3.2. Resource directories.
  - 3.2.3.3. Protocols or guidelines.
  - 3.2.3.4. Posters.
  - 3.2.3.5. Reports.
- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

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

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- 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.

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**EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% General funds.
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, based on 2 CFR 200.331.
3. Payment shall made upon completion of deliverables in the fulfillment of this Agreement in accordance with the Deliverables Table below:

Deliverable	Deliverable Due Date	Amount
1. Data and Documentation Review	10/31/2024	\$26,876.00
2. Interviews	11/15/2024	\$23,012.00
3. Draft and Final Report	1/15/2025	\$36,703.00
4. Presentation of Final Report and Recommendations/TA	2/28/2025	\$11,978.00
	<b>Total</b>	<b>\$98,569.00</b>

- 3.1. The Deliverable Due Dates above may be modified upon written approval by the Department.
4. The Contractor shall submit invoices and any deliverable documentation as required by the Department in accordance with the Deliverables Table in Section 3 above. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for project deliverables in accordance with the Deliverables Table in Section 3 above.
  - 4.4. Is completed, dated and returned to the Department.
  - 4.5. Is assigned an electronic signature, and is emailed to [dbhinvoicesmhs@dhhs.nh.gov](mailto:dbhinvoicesmhs@dhhs.nh.gov) or mailed to:  
 Financial Manager  
 Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
6. The final invoice 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.

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EXHIBIT C**

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto: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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
  - 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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#### A. Definitions

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

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

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

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

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

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

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### DHHS Information Security Requirements

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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- future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
  13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

Contractor Initials

DS  
AH

## New Hampshire Department of Health and Human Services

### Exhibit D

### DHHS Information Security Requirements

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

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

#### V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

DS  
AH

## New Hampshire Department of Health and Human Services

### Exhibit D

## DHHS Information Security Requirements

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

### VI. PERSONS TO CONTACT

#### A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

#### B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CENTER FOR HEALTH CARE STRATEGIES, INC., is a New Jersey Nonprofit Corporation registered to do business in New Hampshire as CENTER FOR HEALTH CARE STRATEGIES INC. on July 23, 2024. 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: 966668

Certificate Number : 0006741397



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of July 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, Tricia McGinnis, 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 the Center for Health Care Strategies, Inc.  
(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 June 21, 2019, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Allison Hamblin, President and CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of the Center for Health Care Strategies, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 7/25/2024 | 10:37 AM EDT

Tricia McGinnis

Signature of Elected Officer

Name: Tricia McGinnis

Title: Executive Vice President and Chief  
Program Officer





## CHCS' Mission

### Mission

*The Center for Health Care Strategies (CHCS) is dedicated to strengthening the U.S. health care system to ensure better, more equitable outcomes, particularly for people served by Medicaid.*

### About CHCS

CHCS is a policy design and implementation partner devoted to improving outcomes for people enrolled in Medicaid. CHCS works across sectors and disciplines to connect people and ideas to spark insights, build expertise, strengthen leadership, and spread innovations. Our work focuses on making more effective, efficient, and equitable care possible for millions of people in the U.S. who face serious barriers to well-being, like poverty, complex health and social needs, and systemic racism. For nearly 30 years, we have collaborated with state Medicaid and related health and human services agencies across the country to shape how health care services are designed, financed, and delivered.

Founded in 1995, CHCS operates its programs with support from the nation's leading philanthropies, as well as federal agencies, states, and corporate philanthropies committed to innovative solutions for publicly financed health care. Funders include the Robert Wood Johnson Foundation, The Commonwealth Fund, the California Health Care Foundation, the John A. Hartford Foundation, The SCAN Foundation, and the Centers for Medicare & Medicaid Services, among others. For more information, visit [www.chcs.org](http://www.chcs.org).

### Commitment to Diversity, Equity, and Inclusion

CHCS strives to reflect the core values of diversity, equity, and inclusion throughout our work and in our workplace. By championing these values, CHCS is better positioned to confront the root causes of health disparities and make the nation's health care system work for more people, particularly populations marginalized by systemic inequities.

#### Inclusion is Our Goal

At CHCS, we seek to build a diverse workforce that brings distinct perspectives, cultures, races, ethnicities, gender and sexual identities, experiences, and abilities to the table. Our staff members' unique contributions enrich our collective organizational perspective, better equipping us to address the multitude of needs of people served by Medicaid.

We recognize that change needs to start from within. Maintaining an organizational culture that values diverse voices and backgrounds requires a sustained and intentional effort. For CHCS, this means making ongoing investments in people, relationships, and teamwork. Since 2019, our employee-led Equity Workgroup has coordinated honest exchanges among our staff where we are able to learn together and better understand how biases and privilege perpetuate inequities. These conversations have spurred action to evaluate and improve our workplace practices to foster a more equitable and anti-racist work environment.

We approach this work with a shared sense of accountability — to each other and to ourselves — and with the resolve to continuously strengthen a culture of humility and mutual respect where all staff feel welcomed, valued, and supported and can achieve their fullest potential.

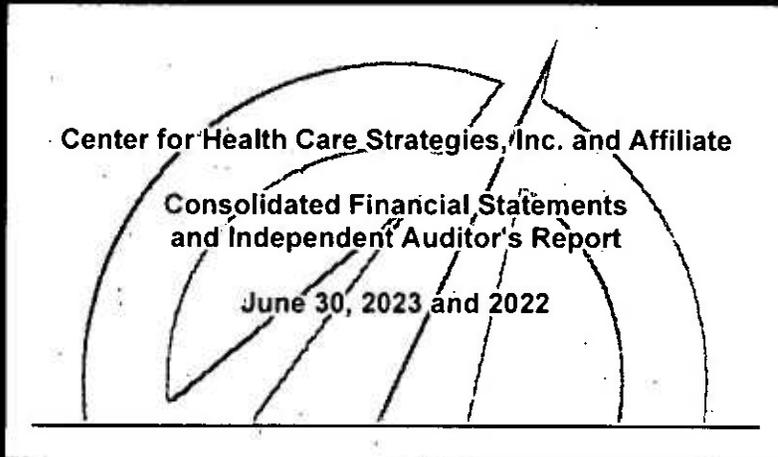
**CHCS' Mission and Commitment to Diversity, Equity, and Inclusion**

**Health Equity is Our Imperative**

At CHCS, we are dedicated to improving health care delivery for the millions of people in the U.S. who face serious barriers to well-being, including poverty, systemic inequities, and complex health and social needs. For racially and ethnically diverse communities, we are keenly aware of pervasive inequities in health access, quality, and outcomes resulting from a long history of interpersonal and structural racism both within and beyond the health care sector. We also recognize the need to confront persistent health disparities linked to physical or mental disability, gender, sexual identity, religious beliefs, socioeconomic status, and many other factors.

This awareness drives our focus on achieving more equitable care across our work. Together with committed partners, we promote opportunities to improve access to high-quality care and health outcomes for underserved populations. This includes, for example: supporting states in their efforts to collect data to identify and monitor disparities; working with Medicaid leaders to use policy levers that support more equitable care; promoting community partnership strategies that meaningfully engage communities of color; integrating trauma-informed and person-centered care on a broad scale; and linking health care payments to efforts that reduce and eliminate disparities.

Our work is incremental and deliberate, requiring an unrelenting desire to uncover, address, and ultimately, eliminate health disparities and achieve more equitable care and outcomes for all.



**Center for Health Care Strategies, Inc. and Affiliate**

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## Independent Auditor's Report

To the Board of Trustees  
Center for Health Care Strategies, Inc.

We have audited the consolidated financial statements of Center for Health Care Strategies, Inc. and Affiliate (collectively, the "Organization"), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Center for Health Care Strategies, Inc. and Affiliate as of June 30, 2023 and 2022, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

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

### *Responsibilities of Management for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

### *Auditor's Responsibilities for the Audits of the Consolidated Financial Statements*

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



In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization'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.

A handwritten signature in cursive script that reads "CohnReznick LLP".

Holmdel, New Jersey  
November 13, 2023

Center for Health Care Strategies, Inc. and Affiliate

Consolidated Statements of Financial Position  
June 30, 2023 and 2022

	<u>Assets</u>	
	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 6,717,297	\$ 18,365,896
Investments	15,842,234	7,247,161
Grants and contracts receivable	1,725,948	1,176,435
Prepaid expenses	54,233	67,108
Property and equipment, net	488,436	15,857
Operating right-of-use assets, net	2,083,272	-
Security deposit	23,448	23,448
	<hr/>	<hr/>
Total assets	<u>\$ 26,934,868</u>	<u>\$ 26,895,905</u>
	<u>Liabilities and Net Assets</u>	
Liabilities		
Accounts payable and accrued expenses	\$ 949,570	\$ 668,377
Deferred revenue	1,822,493	4,706,120
Operating lease liabilities	2,567,648	-
Deferred rent	-	84,687
	<hr/>	<hr/>
Total liabilities	<u>5,339,711</u>	<u>5,459,184</u>
Commitments and contingencies		
Net assets		
Without donor restrictions		
General operations	6,746,526	6,238,442
Board-designated	14,822,182	14,934,783
	<hr/>	<hr/>
	21,568,708	21,173,225
With donor restrictions	26,449	263,496
	<hr/>	<hr/>
Total net assets	<u>21,595,157</u>	<u>21,436,721</u>
Total liabilities and net assets	<u>\$ 26,934,868</u>	<u>\$ 26,895,905</u>

See Notes to Consolidated Financial Statements.

Center for Health Care Strategies, Inc. and Affiliate

Consolidated Statements of Activities  
Years Ended June 30, 2023 and 2022

	2023				2022			
	Net assets without donor restrictions		Net assets with donor restrictions	Total	Net assets without donor restrictions		Net assets with donor restrictions	Total
General operations	Board designated	General operations			Board designated			
Operating activities								
Revenue and other support								
Grants and contracts	\$ 13,458,448	\$ -	\$ -	\$ 13,458,448	\$ 11,327,613	\$ -	\$ -	\$ 11,327,613
Contributions					10,000	12,000,000		12,010,000
Other income	14,597			14,597	4,916			4,916
Net assets released from restrictions and designations	1,332,656	(1,095,609)	(237,047)		650,697	(569,583)	(81,114)	
Total revenue and other support	14,805,701	(1,095,609)	(237,047)	13,473,045	11,993,226	11,430,417	(81,114)	23,342,529
Expenses								
Program services	12,180,870	-	-	12,180,870	9,873,355	-	-	9,873,355
Management and general	1,811,305	-	-	1,811,305	1,649,712	-	-	1,649,712
Total expenses	13,992,175	-	-	13,992,175	11,523,067	-	-	11,523,067
Change in net assets from operations	813,526	(1,095,609)	(237,047)	(519,130)	470,159	11,430,417	(81,114)	11,819,462
Nonoperating activity								
Gain on debt forgiveness	-	-	-	-	832,587	-	-	832,587
Investment income, net	222,558	178,733	-	401,291	15,501	108,125	-	123,626
Unrealized gains (losses)	-	276,275	-	276,275	28,143	(713,850)	-	(685,707)
Total	222,558	455,008	-	677,566	876,231	(605,725)	-	270,506
Change in net assets before transfer to board designated	1,036,084	(640,601)	(237,047)	158,436	1,346,390	10,824,692	(81,114)	12,089,968
Transfer to board designated	(528,000)	528,000	-	-	-	-	-	-
Net assets, beginning of year	6,238,442	14,934,783	263,496	21,436,721	4,892,052	4,110,091	344,610	9,346,753
Net assets, end of year	\$ 6,746,526	\$ 14,822,182	\$ 26,449	\$ 21,595,157	\$ 6,238,442	\$ 14,934,783	\$ 263,496	\$ 21,436,721

See Notes to Consolidated Financial Statements.

**Center for Health Care Strategies, Inc. and Affiliate**

**Consolidated Statements of Functional Expenses  
Years Ended June 30, 2023 and 2022**

	2023		
	Program services	Management and general	Total
Personnel	\$ 8,531,962	\$ 1,309,595	\$ 9,841,557
Sub-grants	219,202	-	219,202
Consulting/subcontract	2,178,816	-	2,178,816
Travel	426,517	70	426,587
Occupancy	263,701	59,333	323,034
Meetings	279,566	2,539	282,105
Office expense	270,916	436,672	707,588
Communications	10,190	454	10,644
Depreciation	-	2,642	2,642
<b>Total</b>	<b>\$ 12,180,870</b>	<b>\$ 1,811,305</b>	<b>\$ 13,992,175</b>
	2022		
	Program services	Management and general	Total
Personnel	\$ 6,630,236	\$ 1,221,167	\$ 7,851,403
Sub-grants	539,936	-	539,936
Consulting/subcontract	2,163,386	-	2,163,386
Travel	86,071	-	86,071
Occupancy	261,772	74,047	335,819
Meetings	58,963	13,147	72,110
Professional fees	-	74,411	74,411
Insurance	-	30,667	30,667
Office expense	122,842	233,108	355,950
Communications	10,149	523	10,672
Depreciation	-	2,642	2,642
<b>Total</b>	<b>\$ 9,873,355</b>	<b>\$ 1,649,712</b>	<b>\$ 11,523,067</b>

See Notes to Consolidated Financial Statements.

Center for Health Care Strategies, Inc. and Affiliate

Consolidated Statements of Cash Flows  
Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 158,436	\$ 12,089,968
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities		
Depreciation	2,642	2,642
Gain on forgiveness of economic relief loan	-	(832,481)
Deferred compensation expense	-	28,144
Unrealized (gains) losses	(276,275)	685,707
Deferred rent	-	(62,506)
Noncash operating lease costs	309,392	-
Noncash change in operating lease liabilities	20,560	-
Changes in operating assets and liabilities		
Grants and contracts receivable	(549,513)	5,726
Prepaid expenses	(17,250)	8,588
Accounts payable and accrued expenses	281,193	134,905
Deferred revenue	(2,883,627)	1,141,606
Operating lease liabilities	(367,288)	-
Net cash (used in) provided by operating activities	<u>(3,321,730)</u>	<u>13,202,299</u>
Cash flows from investing activities		
Purchase of property and equipment	(8,071)	-
Sales of investments	20,719	876,375
Purchases of investments	(8,339,517)	(989,700)
Net cash used in investing activities	<u>(8,326,869)</u>	<u>(113,325)</u>
Cash flows from financing activities		
Repayment of economic relief loan	-	(298,861)
Net (decrease) increase in cash and cash equivalents	(11,648,599)	12,790,113
Cash and cash equivalents, beginning	<u>18,365,896</u>	<u>5,575,783</u>
Cash and cash equivalents, end	<u>\$ 6,717,297</u>	<u>\$ 18,365,896</u>
Supplemental disclosure of cash flow information		
Noncash additions to property and equipment	<u>\$ 467,150</u>	<u>\$ -</u>
Noncash conversion of 457(b) deferred compensation plan to former employee	<u>\$ -</u>	<u>\$ 544,258</u>
Right-of-use assets obtained in exchange for lease liabilities	<u>\$ 2,079,472</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

**Note 1 - Organization and summary of significant accounting policies**

**Organization**

The Center for Health Care Strategies, Inc. ("CHCS") was incorporated in the State of New Jersey in 1995 as a national nonprofit policy resource center dedicated to improving outcomes for people enrolled in Medicaid. For more than 25 years, CHCS has collaborated with state Medicaid and related health and human services agencies across the country to shape how health care services are designed, financed, and delivered and make more effective, efficient, and equitable care possible.

CHCS' technical assistance and training activities, supported primarily by foundations, corporate philanthropies and federal and state funding, are organized under three core priorities:

*Delivery System and Payment Reform.* Supporting states in designing and implementing comprehensive, statewide multi-payer delivery system and payment reforms that reward value as opposed to volume and support improvements in population health, and advance health equity.

*Integrated Services for People with Complex Needs.* Advancing innovations in care for the millions of people in the United States who face serious barriers to well-being, like poverty, systemic racism, and complex health and social needs, including high-risk children and youth; adults eligible for Medicare and Medicaid, including those with long-term care needs; and people with complex physical health, behavioral health and social service needs.

*Leadership and Capacity Building.* Ensuring that public health leaders and safety-net providers have the expertise required to effectively manage Medicaid programs and services and support a robust pipeline of prepared and diverse individuals to succeed in these roles in the future.

The Center for Health Care Strategies Supporting Organization, Inc. ("CHCS-SO") was incorporated on September 29, 1997 in the State of Delaware and commenced operations on November 1, 1997. CHCS-SO provides financial assistance and support services to CHCS.

**Consolidation policy**

The consolidated financial statements include the accounts of CHCS and CHCS-SO, collectively, the "Organization", both of which are under common control and management. Intercompany balances and transactions have been eliminated in consolidation.

**Basis of accounting**

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting.

**Net assets**

The accompanying consolidated financial statements present information regarding the Organization's financial position and activities according to two classes of net assets based on the existence or absence of donor-imposed restrictions. The two categories are differentiated as follows:

**Without donor restrictions**

Net assets without donor restrictions represent funds available for support of the Organization's functions and operations that are not donor restricted for identified purposes by donors. Net assets without donor restrictions include resources that the governing board may use for any designated purpose and resources whose use is limited by agreement between the Organization and an outside party other than a donor.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

**With donor restrictions**

Net assets with donor restrictions are those whose use by the Organization have been limited by donors to a specific period or purpose. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions, or when the stipulated time period has passed. Other donor-imposed restrictions on net assets are permanent in nature. These net assets have been restricted by donors to be maintained in perpetuity. The Organization had no such net assets held in perpetuity as of June 30, 2023 and 2022.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restrictions is reported in the consolidated statements of activities by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

**Use of estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Concentrations of credit risk**

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of cash and cash equivalents, investments and grants and contracts receivable. Cash and cash equivalents include all cash balances and highly-liquid investments with a maturity of three months or less when acquired. The Organization places its cash and cash equivalents and investments with high-credit quality financial institutions. At times, such amounts may exceed federally insured limits. The Organization has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk associated with such accounts.

Grants and contracts receivable represent amounts due to the Organization for expenditures incurred for services provided under provisions of cost reimbursement and performance contracts. During the year ended June 30, 2023, the Organization wrote off receivables in the amount of \$40,509 that management determined to be uncollectible. The Organization has determined that remaining receivables are collectible and, therefore, no allowance for uncollectible contracts receivable is deemed necessary as of June 30, 2023 and 2022.

The Organization believes no significant risk or loss exists with respect to its cash and cash equivalents, investments and grants and contracts receivable.

A significant portion of the Organization's operating revenue is derived from various organizations. For the years ended June 30, 2023 and 2022, approximately 38% and 67% of the Organization's funding came from two donors each year, respectively. As a result, the Organization is economically dependent on this funding to carry on its operations and program initiatives.

**Investments and investment income**

Investments consist of money market funds, equity funds, bond market funds and real estate funds. All investments are reported at fair value based on quoted market prices as of the measurement date.

## Center for Health Care Strategies, Inc. and Affiliate

### Notes to Consolidated Financial Statements June 30, 2023 and 2022

Investment related expenses are netted against investment return (including realized and unrealized gains and losses on investments, interest and dividends) and are included in change in net assets in the consolidated statements of activities.

#### **Property and equipment**

Property and equipment are carried at original cost if purchased or fair value at date of gift, net of accumulated depreciation and amortization. The Organization capitalizes all expenditures in excess of \$1,000 for property and equipment. Depreciation is provided for using the straight-line method over the estimated useful lives of the assets, which range from three to five years. Amortization of leasehold improvements is provided for using the straight-line method over the shorter of the asset's estimated useful life or the term of the lease.

#### **Contributions**

Contributions are classified as either conditional or unconditional. A conditional contribution is a transaction where the Organization has to overcome a barrier to be entitled to the resource and the resource provider is released from the obligation to fund or has the right of return of any advanced funding if the Organization fails to overcome the barriers. The Organization recognizes the contribution revenue upon overcoming the barrier. Any funding received prior to overcoming the barrier is recognized as deferred revenue.

Unconditional contributions are recognized as revenue and receivable when the commitment to contribute is received.

Unconditional contributions are recorded as either with donor restrictions or without donor restrictions. Contributions are recognized as with donor restrictions if they are received with donor stipulations. Contributions are recognized as without donor restrictions if there are no such donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and are reported in the consolidated statements of activities as net assets released from restriction. Donor-restricted contributions whose restrictions expire or are satisfied during the same fiscal year as receipt are recognized as contributions without donor restrictions.

#### **Grant and contract revenue**

Revenue from grants and contracts is accounted for either as exchange transactions or as contributions. When the resource provider receives commensurate value in return for the resources transferred to the Organization, the revenue from the grant is accounted for as an exchange transaction in accordance with Accounting Standards Codification Topic 606. For the purpose of determining whether a transfer of an asset is a contribution or exchange transaction, the Organization deems that the resource provider is not synonymous with the general public, i.e., indirect benefit received by the public as a result of the assets transferred is not deemed equivalent to commensurate value received by the resource provider. Moreover, the execution of a resource provider's mission or the positive sentiment from acting as a donor is not deemed to constitute commensurate value received by a resource provider. Revenue from grants and contracts that are accounted for as exchange transactions is recognized when performance obligations have been satisfied. Cash received in excess of revenue recognized is recorded as deferred revenue.

A portion of the Organization's grant and contract revenue is derived from cost-reimbursable grants and contracts, which are conditioned upon performance requirements and/or the incurrence of allowable qualifying expenses. Revenue from these types of grants and contracts are recognized when the Organization has incurred expenditures in compliance with specific grant or contract provisions. Cash received prior to incurring qualifying expenses is recorded as deferred revenue.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

The Organization incurred qualifying expenses and was due \$1,725,948 and \$1,176,435 from its funders as of June 30, 2023 and 2022, respectively. Grants and contracts receivable as of July 1, 2021 in the amount of \$1,182,161 was collected during the year ended June 30, 2022.

The Organization received cost-reimbursable grants and contracts of \$1,822,493 and \$4,151,702 that have not been recognized at June 30, 2023 and 2022, respectively, because qualifying expenditures have not yet been incurred. Advances received as of July 1, 2021 in the amount of \$3,564,514 were earned during the year ended June 30, 2022.

**Other income**

Other income includes fees received for speaking engagements or advisory committees for which revenue is recognized at the time the services are provided.

**Deferred rent**

Deferred rent represents the excess of recognized rent expense over scheduled lease payments.

**Functional allocation of expenses**

The costs of providing the Organization's various programs and supporting activities have been summarized on a functional basis in the consolidated statements of activities and functional expenses. Costs that can be identified with a specific program or activity are charged directly to that program or activity. Indirect personnel costs, occupancy and office expenses are allocated between program and management and general expenses based upon employee head count. Management and general expenses include costs not identifiable with any specific program, but which provide for the overall support and direction of the Organization.

**Measure of operations**

In its consolidated statements of activities, the Organization includes in its definition of operating activities, all revenues and expenses that are an integral part of its programs and supporting activities. Investment income is recognized as a nonoperating activity in the consolidated statements of activities.

**Income taxes**

The Internal Revenue Service (the "IRS") has recognized both organizations as tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

Management has analyzed the tax positions taken by the Organization and has concluded that, as of June 30, 2023, there are no uncertain tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the consolidated financial statements.

CHCS recognizes accrued interest and penalties associated with uncertain tax provisions, if any. There were no income tax-related interest and penalties recorded for the years ended June 30, 2023 and 2022. The information returns of the Organization for years ended after June 30, 2020 are subject to examination by the IRS.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

**New accounting pronouncement**

The Organization adopted Accounting Standards Update 2016-02 (as amended), *Leases* ("Topic 842") on July 1, 2022 ("adoption date"). Topic 842 requires lessees to recognize a right-of-use asset and a corresponding lease liability for most leases. The Organization elected and applied the following transition practical expedients when initially adopting Topic 842:

- To apply the provisions of Topic 842 at the adoption date, instead of applying them to the earliest comparative period presented in the consolidated financial statements.
- 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.

The Organization recognized the following as of the adoption date in connection with transitioning to Topic 842:

	As of <u>July 1, 2022</u>
Operating lease right-of-use assets	<u>\$ 313,192</u>
Operating lease liabilities	<u>\$ 367,754</u>

The Organization's adoption of Topic 842 also resulted in a decrease of \$84,687 in deferred rent and \$30,125 in prepaid rent expense, which were reclassified to operating lease right-of-use assets at adoption. The adoption of Topic 842 did not have a material impact on the Organization's change in net assets for the year ended June 30, 2023.

The Organization presents its right-of-use assets and lease liabilities for operating leases separately on its consolidated statements of financial position. See Note 8 regarding its right-of-use assets for operating leases and lease liabilities.

**Subsequent events**

The Organization has evaluated subsequent events through November 13, 2023, which is the date the consolidated financial statements were available to be issued.

Center for Health Care Strategies, Inc. and Affiliate

Notes to Consolidated Financial Statements  
June 30, 2023 and 2022

**Note 2 - Liquidity and availability of financial assets**

Financial assets available for general expenditure within one year consist of the following:

	<u>2023</u>	<u>2022</u>
Financial assets at year-end		
Cash and cash equivalents	\$ 6,717,297	\$ 18,365,896
Grants and contracts receivable	1,725,948	1,176,435
Investments	<u>15,842,234</u>	<u>7,247,161</u>
Total financial assets	<u>24,285,479</u>	<u>26,789,492</u>
Less amounts not available to be used within one year		
Board-designated funds (Note 6)	14,822,182	14,934,783
Net assets with donor restrictions	<u>26,449</u>	<u>263,496</u>
Financial assets not available to be used within one year	<u>14,848,631</u>	<u>15,198,279</u>
Financial assets available to meet general expenditures within one year	<u>\$ 9,436,848</u>	<u>\$ 11,591,213</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures, not covered by donor-restricted sources.

The Organization has various sources of liquidity at its disposal including cash, investments and a steady revenue stream from its contracts and foundation grants. Although the Board of Trustees intends to spend the board-designated funds of \$14,822,182 on strategic investments in organizational capacity and program efforts that support the Organization's mission rather than on routine operating expenditures, the funds could be made available if necessary.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

**Note 3 - Property and equipment, net**

Property and equipment consist of the following:

	Estimated useful life	2023	2022
Computer software	3 years	\$ 72,781	\$ 72,781
Furniture and fixtures	5 years	196,635	196,635
Office equipment	3 years	119,149	119,149
Leasehold improvements	5 years	497,587	22,366
Subtotal		886,152	410,931
Less accumulated depreciation and amortization		(397,716)	(395,074)
Total		<u>\$ 488,436</u>	<u>\$ 15,857</u>

As of June 30, 2023, leasehold improvements contain improvements still under construction and not yet placed in service. When complete, those leasehold improvements will be amortized over the lesser of the useful life or remaining lease term.

Depreciation expense was \$2,642 for each of the years ended June 30, 2023 and 2022.

**Note 4 - Fair value measurements**

The Organization values its financial assets and liabilities based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, a fair value hierarchy that prioritizes observable and unobservable inputs is used to measure fair value into three broad levels, which are described below:

- Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in inactive markets or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated with observable market data.
- Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Organization uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as considers counterparty credit risk in its assessment of fair value.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

Assets and liabilities carried at fair value at June 30, 2023 and 2022 are classified in the tables below in one of the three categories described above:

	2023			Total
	Level 1	Level 2	Level 3	
Money market account	\$ 3,147,128	\$ -	\$ -	\$ 3,147,128
Equity funds	3,995,126	-	-	3,995,126
Bond market funds	8,699,980	-	-	8,699,980
<b>Total assets at fair value</b>	<b>\$ 15,842,234</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,842,234</b>

	2022			Total
	Level 1	Level 2	Level 3	
Money market account	\$ 3,035,064	\$ -	\$ -	\$ 3,035,064
Equity funds	1,172,889	-	-	1,172,889
Bond market funds	3,039,208	-	-	3,039,208
<b>Total assets at fair value</b>	<b>\$ 7,247,161</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,247,161</b>

Investments in money market, equity and bond market funds are valued using market prices obtained from independent pricing sources on active markets ("Level 1"). Level 1 instrument valuations are obtained from real time quotes for transactions in active markets involving identical assets.

**Note 5 - Net assets with donor restrictions**

Net assets with donor restrictions at June 30, 2023 and 2022 are restricted for projects aimed at improving care for targeted subsets of children and adults at risk for poor health outcomes, and for projects supporting family caregiving.

**Note 6 - Board-designated net assets**

During the year ended June 30, 2019, the Organization's Board of Trustees designated certain contributed monies from a grantor totaling \$4,000,000 to be used for a) investing in the capacity of the Organization to deliver on its mission; and b) for providing for certain programmatic and support costs in excess of grant reimbursement limitations.

During the year ended June 30, 2022, the Organization received a contribution of \$12,000,000, which the Organization's Board of Trustees designated to be used for increasing the Organization's external impact in improving health outcomes and advancing equity for people served by Medicaid.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

During the year ended June 30, 2023, the Board of Trustees designated \$528,000 of undesignated funds to be used for organizational capacity and \$340,847 and \$754,762 were appropriated for organizational capacity and external impact purposes, respectively. During the year ended June 30, 2022, \$447,528 and \$122,053 were appropriated for organizational capacity and external impact purposes, respectively. At June 30, 2023 and 2022, the Organization has \$14,822,182 and \$14,934,783, respectively, classified as Board-designated net assets:

	<u>2023</u>	<u>2022</u>
External impact	\$ 11,359,282	\$ 11,877,945
Organizational capacity	<u>3,462,900</u>	<u>3,056,838</u>
Total board-designated net assets	<u>\$ 14,822,182</u>	<u>\$ 14,934,783</u>

**Note 7 - Economic relief loan**

In April 2020, the Organization entered into a loan agreement with TD Bank, N.A. (the "Lender") in the amount of \$1,131,342 pursuant to the Small Business Administration's Paycheck Protection Program (the "PPP Loan") under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). The PPP Loan is evidenced by a promissory note ("Note"). Subject to the terms of the Note, the PPP Loan bears interest at 1% per annum and is unsecured and guaranteed by the SBA. No payments were due for six months from the date of disbursement of the loan and interest accrued during the deferment period. After the deferment period, the Organization would have been required to make monthly principal and interest payments. The maturity date of the loan was two years from the funding date of the loan.

Under the CARES Act, PPP Loan recipients meeting certain criteria set by the SBA may be eligible for full or partial forgiveness of such loans. The Organization submitted its application for PPP Loan forgiveness and received notice from its lender in July 2021 that the SBA approved forgiveness of \$832,587 of the PPP Loan. Accordingly, the Organization derecognized \$832,587 of the PPP Loan and recognized a corresponding gain on debt forgiveness, which is included in nonoperating income on the consolidated statements of activities for the year ended June 30, 2022. There is a six-year period during which the SBA can review the Organization's forgiveness calculation. The remainder of the unused portion of the loan of \$298,861 was repaid to the lender in July 2021.

**Note 8 - Leases**

The Organization leases office space that expires in March 2034, and equipment that expires at various times through 2026. All contracts that implicitly or explicitly involve property, plant and equipment are evaluated to determine whether they are or contain a lease.

At lease commencement, the Organization recognizes a lease liability, which is measured at the present value of future lease payments, and a corresponding right-of-use asset equal to the lease liability, adjusted for prepaid lease costs, initial direct costs and lease incentives. The Organization has elected and applies the practical expedient available to lessees to combine nonlease components with their related lease components and account for them as a single combined lease component for all its leases. The Organization remeasures lease liabilities and related right-of-use assets whenever there is a change to the lease term and/or there is a change in the amount of future lease payments, but only when such modification does not qualify to be accounted for as a separate contract.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

The Organization determines an appropriate discount rate to apply when determining the present value of the remaining lease payments for purposes of measuring or remeasuring lease liabilities. As the rate implicit in the lease is generally not readily determinable, the Organization elected to use a risk-free rate instead of its incremental borrowing rate as the discount rate. The Organization's risk-free rate, which is determined at either lease commencement or when a lease liability is remeasured, is the rate on U.S. government securities over a period commensurate with the lease term.

For accounting purposes, the Organization's leases commence on the earlier of (i) the date upon which the Organization obtains control of the underlying asset and (ii) the contractual effective date of a lease. Lease commencement for most of the Organization's leases coincides with the contractual effective date. The Organization's leases generally have minimum base terms with renewal options or fixed terms with early termination options. Such renewal and early termination options are exercisable at the option of the Organization and, when exercised, usually provide for rental payments during the extension period at then current market rates or at pre-determined rental amounts. Unless the Organization determines that it is reasonably certain that the term of a lease will be extended, such as through the exercise of a renewal option or nonexercise of an early termination option, the term of a lease begins at lease commencement and spans for the duration of the minimum noncancellable contractual term. When the exercise of a renewal option or nonexercise of an early termination option is reasonably certain, the lease term is measured as ending at the end of the renewal period or on the date an early termination may be exercised.

The Organization includes variable rental payments based on a rate or an index such as the Consumer Price Index ("CPI") in its measurement of lease payments based on the rate or index in effect at lease commencement. Other types of variable lease payments are expensed as incurred.

**Leases involving real estate**

The Organization's office has a lease term of approximately 11 years, which has been incorporated into its measurement of the related right-of-use assets and lease liabilities. Although its office lease includes one option to renew that can extend the contractual term for an additional five years, this renewal option is exercisable solely at the Organization's discretion and has been excluded from lease term measurements. The office lease generally requires reimbursement of real estate taxes, common area maintenance, and insurance.

Rental payments on this lease typically provide for fixed minimum payments that increase over the lease term at predetermined amounts. Certain leases of real estate provide for rental increases based on the CPI, which are included in Organization's measurement of lease payments based on the rate or index in effect at lease commencement and are, therefore, included in the measurements of the lease liabilities.

**Leases involving equipment**

Equipment leases have lease terms that are approximately three years, and generally do not have renewal options. Rental payments on these leases typically provide for fixed payments that increase over the lease term at predetermined amounts, are included in the measurement of lease payments, and are, therefore, included in the measurement of lease liabilities. Certain of the Organization's leases involving equipment have purchase options. When those options are reasonably certain of being exercised, the Organization reflects such purchase options when measuring the lease term and lease payments for those leases.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

**Financial information**

At June 30, 2023, the components of the Organization's operating right-of-use assets and lease liabilities for its operating leases consisted of the following:

**Right-of-use assets**

Office space	\$ 1,995,342
Equipment	<u>87,930</u>
Total leased assets	<u>\$ 2,083,272</u>

**Lease liabilities**

Office space	\$ 2,479,718
Equipment	<u>87,930</u>
Total lease liabilities	<u>\$ 2,567,648</u>

The rental costs associated with operating leases for office space and equipment are included in occupancy and office expense, respectively, in the Organization's consolidated statements of functional expenses, for the year ended June 30, 2023, as follows:

<u>Functional expense classification</u>		
Office rent	Occupancy	\$ 276,311
Equipment rent	Office expense	<u>53,641</u>
Total lease cost		<u>\$ 329,952</u>

Weighted average remaining lease term and weighted average discount rate for the Organization's leases as of June 30, 2023:

Weighted average remaining term (in years)	10.44
Weighted average discount rate	2.89% (1)

- (1) The Organization elected to use the risk-free rate as its discount rate for its leases. The Organization uses the rate on U.S. government securities over a period comparable with the lease terms as its risk-free rate.

**Center for Health Care Strategies, Inc. and Affiliate**

**Notes to Consolidated Financial Statements  
June 30, 2023 and 2022**

Annual maturity analysis of the Organization's lease liabilities as of June 30, 2023 and thereafter are as follows:

2024	\$	227,383
2025		303,272
2026		286,909
2027		281,069
2028		285,740
Thereafter		<u>1,733,517</u>
Total lease payments		3,117,890
Less interest		<u>550,242</u>
Present value of lease liabilities	\$	<u>2,567,648</u>

Future minimum lease payments in each of the years subsequent to June 30, 2022 are as follows:

2023	\$	401,701
2024		146,863
2025		15,349
2026		<u>275</u>
Total	\$	<u>564,188</u>

**Note 9 - Employee benefit plans**

**403(b)**

The Organization maintains a defined contribution 403(b) plan for the benefit of all eligible employees. The terms of the plan define an eligible employee as one who is a regular employee that has completed 12 months of service and has attained the minimum age of 21. Employer contributions are made following the employee's one-year anniversary. For the year ended June 30, 2022, contributions varied by age and ranged from 1% to 6% of eligible compensation for employees hired on or after November 1, 2017, while contributions ranged from 1% to 16% of eligible compensation for employees hired on or before October 31, 2017. For the year ended June 30, 2023, employer contributions under the plan were 4% of employee's eligible compensation. In addition, selected employees also received discretionary contributions. Employee benefit expense under this plan amounted to \$425,601 and \$420,463 for the years ended June 30, 2023 and 2022, respectively.

**457(b)**

The Organization maintains a 457(b) deferred compensation plan for one key executive. The plan allows for employee deferrals and the Organization can make contributions to the plan upon the Board of Trustees' approval. The Organization made no contributions to the plan for each of the years ended June 30, 2023 and 2022. Further, there are no plan assets or liabilities as of June 30, 2023 and 2022.



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**Ruby Goyal-Carkeek, MBA**  
Director, Behavioral Health and Child Welfare

#### RELEVANT EXPERIENCE

- Director of Behavioral Health and Child Welfare in the Child Health Quality department, leading projects that work on initiatives focusing on children and youth who receive publicly financed health and behavioral health services with a particular focus on the child welfare system and foster care population
- Focuses on upstream approaches to mitigate deep end systems involvement for children, including child welfare and juvenile justice
- 30 years of experience in the nonprofit and public sector with deep knowledge of systems of care, holding roles in direct service, administration, financing and public policy (behavioral health, intellectual/developmental disabilities, child welfare, integrated care, childcare)
- Extensive executive experience in both public sector and nonprofit organization; advanced change through leadership, innovation, strengthening of partnerships, and advocacy.
- Provided oversight of the NJ's contracted system administrator (an ASO)
- Launched initiatives, such as Behavioral Health Home (integrated care) financed through health home option, through the Patient Protection and Affordable Care Act
- Secured \$12 Million SAMHSA grant, Promising Path to Success (to infuse trauma informed care and produce a return on investment on NJ CSOC), \$2.2 Million SAMHSA grant to address Substance Use Prevention, and \$400K SAMHSA Grant to address Early Psychosis.
- Updated and drafted state plan amendments and waivers to establish eligible programs and eligible populations through Medicaid
- Worked in partnership with adult development disabilities system to ensure seamless transition of I/DD youth to adult system, to avoid service cliffs
- Convened and co-led a group to put forth a comprehensive Autism benefit plan through Medicaid
- Applies systems lens to connect clinical, operations, quality, financing, regulatory and policy impacts on service delivery
- Experienced in supporting a network of community-based organizations, including through accreditation

#### Education

- 2011 Masters of Business Administration in Finance and Accounting, Rutgers University, School of Business  
1993 Bachelor of Arts in Psychology, Rutgers University, Rutgers College

#### Experience

Center for Health Care Strategies

2023 – Present

*Director, Behavioral Health and Child Welfare*

- Provide subject matter expertise related to children's behavioral health, child welfare/foster care, and Medicaid-policy as it relates to child health to help drive systems transformation.
- Project Lead providing technical assistance to states to develop effective continuum of behavioral health services with cross sector state leadership teams; develop a strategy for a path forward that is unique to their state's politics and funding priorities.
  - Support a midwestern state in the development of an implementation plan to satisfy the requirements of EPSDT Interim Settlement Agreement.
  - Conduct state environmental scan inclusive of document review, data analysis, and key informant interviews.
- Serve as a Mental Health Advisor on case studies, provide technical assistance to states on EPSDT as a subcontractor to NORC and CMS.

- Serve as Casey Family Program's Knowledge Management expert advisor on Medicaid
- Provide technical assistance to Annie E. Casey Foundation on juvenile justice and Medicaid
- Project lead to county government providing technical expertise through effective cross-system stakeholder facilitation to promote education and build consensus that will inform the county's approach to improve the delivery and financing of behavioral health care.
- Lead portfolio strategy in partnership with senior vice president and team
- Responsible for funder and external partner relations on certain projects within the portfolio

Social Current

2021 – 2023

*Senior Vice President*

- Integral to ensuring success of merger (Alliance for Strong Families and Communities and COA), as part of the executive team.
- Supervise/coach 6 senior directors/directors who collectively manage 25+ staff.
- Collaborate across the organization to champion strategic objectives, operational efficiencies
- Partnered with Innovations Institute to facilitate stakeholder groups for MRSS QLC.

Council On Accreditation (COA)

2020 – 2020

*Vice President of Accreditation*

- Ensure strategic and operational goals for accreditation (a framework to manage resources, offer best practices, and foster capacity for organizations to strive for continuous improvement)
- Ensured operations successfully pivoted onsite processes to remote, during height of the pandemic.

Sellers Dorsey

2019 – 2021

*Senior Consultant*

- Provide direct client consulting services including objective advice, expertise and specialized skills in the areas of healthcare policy, strategy and management.
- Manage and work on technical aspects of Medicaid financing initiatives, supplemental payments (DSH and UPL); county assessment program that benefited 50 hospitals in seven NJ counties and physician upper payment limit program for the practice plans affiliated with the state's two public medical schools.

Annie E. Casey Foundation

2018 – 2020

*Consultant/Medicaid Specialist*

- Provide strategic and technical assistance to public child welfare agencies (part time) on behalf of AECF/Child Welfare Strategy Group.
- Focus on opportunities available through Medicaid and FFPSA to address behavioral health needs.

State of New Jersey, Department of Children and Families, Office of Training and Professional Development

2018 – 2019

*Training Liaison*

- Training Liaison to the Children's System of Care (CSOC) training and technical assistance programs; inclusive of CANS certifications, coaching for system of care sustainability.
- Assure system of care principles are embedded in all training and technical assistance provided.

State of New Jersey, Department of Children and Families, Division of Children's System of Care

2017 – 2018

*Acting (Director) Assistant Commissioner*

- Supported the priorities of the Commissioner of the Department of Children and Families.
- Led the public mental health system for children, the public system for children with intellectual/developmental disabilities, and children with substance use challenges (over \$600 million dollar budget).
- Promoted policies and authorized program development that is in line with the System of Care approach, (community based, culturally and linguistically competent, family driven, and youth guided).

2013 – 2018

*Deputy Director*

- As key management leader executed and supported the priorities of the Assistant Commissioner (Director).
- Defined strategic priorities and identified cross operational impacts.
- Guided/directed policies and procedures to support the Division's mission (\$600M+ budget)
- Imparted policies and requirements of Medicaid to support, initiate, expand programs for children.
- Provided oversight of the Division's contracted system administrator (ASO) and the continuous development of the Division's management information system and its operations: clinical and administrative.
- Spearheaded key sustainable initiatives for the Division and convened multidisciplinary teams.
- Launched initiatives such as Behavioral Health Home (integrated care) financed through health home option
- Updated and drafted state plan amendments and waivers to establish eligible programs and eligible populations through Medicaid.
- Collaborated extensively with NJ Medicaid and with Centers for Medicare and Medicaid Services (CMS) to gather approval.
- Secured \$12 Million SAMHSA grant, Promising Path to Success (to infuse trauma informed care and produce a return on investment on NJ CSOC), \$2.2 Million SAMHSA grant to address Substance Use Prevention, and \$400K SAMHSA Grant to address Early Psychosis.
- Convened and co-led (with Medicaid and CHCS) an executive external stakeholder workgroup to define comprehensive Autism benefit package for Medicaid eligible youth, impacting thousands of families.
- Supported the operational impact of the transition of 16, 000 children with I/DD to the Children's System of Care and children with substance use challenges to the Children's System of Care, improving access and services for families.
- Provided oversight of the Division's quality assurance, data management and performance outcome reporting initiatives.
- Represented the children's public mental health system as a member of the Youth Suicide Subcommittee.
- Program Lead for Hurricane Sandy Recovery Efforts for CSOC, part of Governor's Mobile Cabinet to assist constituents access help for devastation experienced around NJ.
- Ensured adequate and appropriate use of staffing resources of the Division.
- Co-Project Manager for Department's 'Taming Trauma' Initiative.
- Participated in NJ's Population Health Action Team workgroup to address Obesity, from August 2016 to May 2017-a priority population health concern for NJ.
- Provided technical assistance and consultation nationally on development of systems of care and mobile response.

State of New Jersey, Department of Children and Families

2011 – 2013

*Fiscal Manager*

- Managed \$435M budget appropriated for behavioral health services.
- Brought in an additional \$20+ Million (annual) of Federal funding, through Medicaid waiver
- Directed budgeting, accounting, and fiscal activities of Children's System of Care.
- Responsible for the financial statements and reports of the Division.
- Prepared budget briefing documents for Division Director and Commissioner.
- Assured services and expenditures are in line with the Medicaid State Plan and waiver

- Responsible for managing the fiscal impact of the transition of 16, 000 children with I/DD to the Children's System of Care and children with substance use challenges to the Children's System of Care.
- Completed spending plans, mid-year and end of year analysis.
- Communicated and worked collaboratively with OMB on various budget issues and impact statements, advocated for the priorities of the Division.
- Built financial models and recommended options for growth/retraction of services.
- Authorized payment, developed fiscal projections, approved transfer of monies between accounts.
- Evaluated financial condition/status continuously, monitored internal control systems, developed monthly budget expenditure projections.
- Interacted with and managed requests/demands from stakeholders, trade groups and internal staff.
- Recommended efficiencies and savings to better maximize appropriated resources.
- Actively participated in administrative and policy planning as part of Division's executive management team.
- Reviewed audit reports completed in accordance with GAAP.

2007 – 2011

*Administrative Analyst/Contract Supervisor*

- Accountable for management, supervision and approval of DCBHS contracts for residential care valued at \$245 million.
- Prepared accurate, comprehensive, technical and complex analysis of financial and program data that are the basis for findings, trends, and recommendations to executive management.
- Worked extensively with Medicaid to prepare budget impact statements to authorize reimbursement/payments
- Evaluated financial condition or status of contracted providers routinely and upon exceptional requests for advances.
- Assured all contracted budgets reflect proper allocation of awarded, allowable costs per policies set forth by U.S. Department of Treasury and State of NJ's Operational and Contract Manuals.
- Analyzed budget cost presentations on financial documents.
- Evaluated proposals, budget modification requests and existing budgets.
- Recognition-Certificate of Excellence, May 2008.
- Assured that State's fiscal exposure does not exceed actual utilization of services.

State of New Jersey, Department of Human Services, Division of Family Development

2002 – 2007

*Contract Administrator*

- Responsible for management, analysis and approval of budgets of contracted providers valued at \$120 million dollars annually for TANF and CCDF funded services.
- Analytical skills and attention to detail affected savings of over \$2 million dollars for the State of NJ.
- Prepared accurate, comprehensive, technical and complex analysis of financial and program data that are the basis for findings, trends, and recommendations to executive management.
- Recommend better business practices for efficient and effective workflow.
- Prepared State of NJ's subsidized childcare rate tables in accordance with Budget Appropriation Act annually.
- Provided technical assistance to awardees.
- Documented and updated procedural workflow of database system and office function processes.
- Monitored expenditures and ensure that agency is compliant with all reporting procedures.
- Established and maintained a website for over 650 community providers to access forms and contract packages.

2000 – 2002

*Program Monitor*

- Impart goals of Governor/DHS Commissioner to Child Care Administrative Entities through the provision of Technical Assistance for the newly funded Abbott initiative; worked closely with DOE
- Reviewed childcare program plans, proposals and special projects on State and Local level.
- Prepared issues paper for Commissioner's briefings.
- Involved in reviewing, assessing, evaluating and monitoring programs awarded through State contracts/grants.

State of New Jersey, Department of Human Services, Division of Youth and Family Services

1996 – 2000

*Investigator/Caseworker*

- Investigated initial child abuse/neglect referrals and assessed the safety of child (ren)
- Investigations involved collection, analysis and recording of significant facts, drawing sound conclusions, and basing appropriate action thereon.
- Trained new employees and managed substantial number of child protective cases at a time.
- Represented Division in court hearings by way of offering analysis and testimony.
- Coordinated and worked effectively with referring agencies and law enforcement, including police, prosecutor's office, and the District Attorney General.

Greater Trenton Community Mental Health Center

1995 – 1996

*Clinical Youth Case Manager*

- Maintain stabilization of children/adolescents (5-17) in community.
- Assessed and evaluated children for development of an appropriate treatment plan upon discharge from psychiatric hospital and/or crisis screening center.
- Provided supportive counseling and service coordination and linkages.
- Advocated to school districts, CART and DYFS for increased services on behalf of youth.

TRIS Center

1994 – 1995

*Crisis Mobile Outreach Counselor*

- Provided 24-7 immediate in-home crisis intervention to children and adolescents residing in Southern New Jersey to prevent hospitalization and/or recidivism.
- Intervention services included diagnostic evaluation/assessment, supportive counseling, triaging and referrals, and treatment planning for children, adolescents, and families.
- Represented mental health field at weekly juvenile detention meetings.

1994

*Specialized Foster Care Counselor*

- Contracted under Division of Youth and Family Services to provide counseling and case management to children and adolescents placed in DYFS approved foster homes in Cumberland County.

1993 – 1994

*Rehabilitation Counselor I*

- Provided crisis intervention services in an intensive crisis unit (CCIS) to stabilize children with behavioral and mental health concerns and adolescents at risk of institutional commitment.
- Facilitated community meetings and documented implementation of treatment plans.

**Publications**

- L. Buck and R. Goyal-Carkeek. *Medicaid Opportunities to Support Youth Transitioning from Incarceration*. Center for Health Care Strategies. April 2024.
- R. Goyal-Carkeek, C. Menschner, and M. Schulman. *How One New Jersey County is Working Across Sectors to Address the Behavioral Health Crisis*. CHCS Blog. May 2023.

**Elissa Gelber, JD, MSW**

Senior Program Officer, Behavioral Health and Child Welfare

**RELEVANT EXPERIENCE**

- Senior Program Officer Behavioral Health and Child Welfare in the Child Health Quality department, supporting projects focused on children and youth who receive publicly financed health and behavioral health services with emphasis on collaborative, cross-system approaches to meeting the well-being needs of families engaged with child welfare systems.
- 20 years of experience in broad range of program administration, public policy, and strategic and legal consulting roles at intersection of behavioral health, child welfare, and criminal and juvenile justice.
- 20 years of experience offering strategic counsel on a wide range of legal and regulatory issues.
- Deep knowledge of federal Title IV-E and Medicaid funding mechanisms and legal and regulatory landscape relevant to the structuring of effective child and family well-being systems.
- Extensive experience leading compliance monitoring, impact measurement, and quality review for federal courts, with particular attention to accessibility of services and supports for children in foster care and their families.
- Ability to utilize systems lens and legal and social work training to strategically connect family and community needs, agency practice, operations, policy, regulatory, legal, and financing components.
- Strong commitment to equity, centering the experiences of children, youth, and families, and emphasizing upstream, community-based approaches that leverage Medicaid and other resources to support family thriving.

**Education**

- 2011 Masters of Social Work, Clinical Practice with Children, Youth, and Families, Hunter College School of Social Work
- 2001 Juris Doctorate, Harvard Law School
- 1998 Bachelor of Arts in Economics and Political Science, New York University

**Experience**

Center for Health Care Strategies

2024 – Present

*Senior Program Officer, Behavioral Health and Welfare*

- Provide subject matter expertise on range of engagements related to child welfare, children's behavioral health, juvenile justice, and Medicaid as it relates to child and family well-being to help drive systems transformation.
- Provide technical assistance to jurisdictions aiming to develop effective continuum of behavioral health services and improved cross-sector and community collaboration to better meet the well-being needs of children and families, with focus on legal and regulatory parameters.
- Serve on subcontractor team to NORC and CMS, consulting on EPSDT and behavioral health.
- Serve as technical assistance advisor to Annie E. Casey Foundation on issues related to juvenile justice and Medicaid, offering expertise on changing statutory mandates and CMS guidance for FFP.

Center for the Study of Social Policy

2016 – 2024

*Senior Associate, Monitoring Team Lead*

- Served as team lead for compliance monitoring, program implementation, and impact measurement for various initiatives, emphasizing health equity and family well-being.

- Served as internal lead on multi-year, multi-agency effort to develop and launch comprehensive health care plan improving access to supports and services for children in foster care and their families.
- Built and strengthened strategic partnerships with state agency child welfare, health, behavioral health, and juvenile justice leaders; practitioners; managed care organizations; and other stakeholders.
- Provided technical assistance to state officials and other stakeholders on service array development, including through leveraging federal Medicaid and Title IV-E funding.
- Issued comprehensive reports for federal courts and public. Rebuilt reporting practices, transforming 100-pg. monitoring report into compelling narrative articulating impact of system practices on family well-being.
- Regularly conducted analysis and research on relevant national legal and regulatory changes, including changes impacting child welfare agencies, and/or children, youth, and families engaged with Title IV-E agencies or who receive publicly financed health care.
- Designed, implemented, and analyzed quantitative and qualitative reviews of family well-being, providing actionable recommendations to address underlying causes of system involvement through maximization of Medicaid and other federal funding sources.
- Provided counsel to organization on range of legal matters.

Center for Justice Innovation  
2014 – 2016

*Family Justice Center Director, Clinical Director*

- Oversaw all aspects of implementation and impact measurement for programs, including intensive mentorship, crisis response, behavioral health diversion, restorative justice, and alternative-to-bail supervised release initiatives.
- Collaborated with NYC Department of Probation, NYC Administration for Children's Services, NYC Department of Health and Mental Hygiene, NYC Department of Education, and community health partners.
- Initiated improvements to clinical assessment, service planning, community referral, and client engagement processes.
- Managed all reporting and compliance with federal, city, and foundation grants.
- Led legal and youth development training, aiding staff and providers in building capacity to meet community needs.
- Served on citywide committees, including Second Chance Act Re-Entry Task Force, Juvenile Justice Action Committee, and Crossover Youth Practice Model Subcommittee.

Child and Family Institute, St. Lukes Roosevelt  
2010 – 2011

*Advanced Trauma Training Program Intern*

- Trained in and practiced Trauma Focused – Cognitive Behavioral Therapy (TF-CBT) and Attached, Regulation, and Competency (ARC) interventions; held individual and group sessions with children and families.
- Supported hospital-wide rollout of trauma-informed practice for newly hired practitioners.

Cypress Hills Local Development Corporation  
2008 – 2012

*Case Manager and Program Coordinator, Franklin K. Lane High School*

- Engaged students and families to address underlying needs related to frequent school absences.
- Connected families with school- and home-based supports to increase healthcare access and financial literacy.

- Trained program staff, youth mentors, and other community members in youth development and rights of undocumented students.
- Oversaw new federally funded program focused on overcoming barriers to college for first-in-family attendees.

#### Children's Rights

2005 – 2008

*Staff Attorney*

- Investigated need for system-wide child welfare reform and laid foundations for ongoing monitoring efforts.
- Collaborated with legal team and state child welfare officials to develop systemic reform plans, benchmarks, and measures.
- Assessed implementation of reforms and capacity-building efforts.
- Drafted court filings, deposed child welfare officials, and assisted in case record reviews and expert reports.

#### Holt International Children's Services

2002 – 2003

*Henry Luce Foundation Fellow*

- Assisted families and caregivers in small-enterprise development and family planning.
- Served as representative at family support training programs throughout Southeast Asia.

#### The Honorable U. W. Clemon

2001 – 2002

*Federal Judicial Clerk*

- Served as judicial clerk for chief judge of the United States District Court for the Northern District of Alabama.

#### American Civil Liberties Union

1999 - 2000

*Equity Fellow*

- Supported educational and health equity lawsuits during second year winter term of law school.

**Kelly A. Church, MPH**  
Program Associate

**RELEVANT EXPERIENCE**

- Dedicated healthcare professional with almost 10 years of experience with program management.
- Experience working with CDC and New Jersey's DMHAS on New Jersey health-related projects. Appreciation for and commitment to CHCS' focus on health equity and patient- and family-centered approaches to improve quality of life for underserved communities.
- Collaborate with community partners in support of child and family health as well as developing task management work plans, community engagement, and technical assistance activities for the Child Health Quality Team projects

**Education**

- 2018 Master of Public Health, Community Health & Prevention  
Drexel University Dornsife School of Public Health
- 2014 Bachelor of Science for Public Health  
Stockton University

**Experience**

Center for Health Care Strategies

2022

*Program Associate*

Supports initiatives related to child and family health, and efforts of New Jersey's Office of Resilience to implement a statewide ACEs Action Plan. Conduct research in support of identifying best practices for health care organizations seeking to better engage the communities they serve.

Serv Behavioral Health

2019 – 2021

*Direct Support Professional*

- Provided direct support to individuals with intellectual developmental disabilities with their daily living skills and personal care needs.
- Ensured individual health and medical needs are met, including administering of medication and transporting to medical appointments.
- Participated in individualized rehabilitation plans and treatment plan development.

Sellers Dorsey

2019 – 2020

*Associate Program Manager, Consulting*

- Prepared and debriefed internal and external meetings
- Assisted in tracking follow-up items and coordinating internal team to meet client deliverables and needs.
- Developed and proofread deliverable content to reflect the engagement contract and client needs and assure quality work product.
- Performed data research, collection and analysis, and report preparation
- Conducted topical research and provided team with written and oral summaries of analyses
- Reviewed policy and state/federal laws and regulations to understand current issues and health reform priorities.
- Developed agendas and content for internal and external updates on current industry topics

- Helped develop payment designs for new and existing clients
- Demonstrated oral and written communication skills including the ability to distill high-level technical material into a concise summary to aid development client deliverable.

Christina Seix Academy (CSA)

2017 – 2018

*Program Monitoring and Evaluation of Taste Test Tuesday  
Community-Based Master's Project*

- Conducted a literature search on school-based nutrition-education and new food exposure programs.
- Observed and identified efforts made during "Taste Test Tuesday" aimed at promoting kids' healthy food selections.
- Produced an evidence-based Program Evaluation of "Taste Test Tuesday" Program.
  - Presented findings at Drexel University and at Christina Seix Academy.
  - Provided guidance to the educators at Christina Seix Academy about programs' findings and how to conduct a more thorough program evaluation.

Drexel University

2017

*Research Assistant, Community Health & Prevention*

- Assisted with efforts aimed at the creation of a policy proposal at Drexel University to effectively encompass the spirit of social justice and student welfare.
- Assisted with the drafting of a policy proposal which outlined a plan to help Drexel students who were struggling with substance use disorders to seek quality treatment before being removed from the University.
- Participated in advocacy initiatives to raise awareness about students' substance use disorders among both faculty and staff at Drexel University.
- Helped inform the new policy to Drexel University administration via presentations and informational sessions.

Health Advocate

2016 – 2017

*Research Associate*

- Assisted with general data collection processes to gather contact, availability, and healthcare information from identified websites and reference materials in order to appropriately respond to basic client and member questions regarding healthcare related matters.
- Researched, identified, and documented primary care physicians', dentists', and specialist's information into the department database to ensure accurate material is available to clients and members.
- Developed basic understanding of the department information system, validated resources for information collection, and followed established policies and procedures.

Center for Health Care Strategies

2014 – 2016

*Program Assistant*

- Researched efforts focused on the development and implementation of an oral health Performance Improvement Project (PIP) template that required and supported managed care organizations to implement quality improvement interventions to advance oral health for children.
- Project Management – Drafted materials including meeting agendas, literature reviews, expense reports and discussion guides for a small group convening aimed at identifying opportunities for and challenges to the implementation of a publicly financed primary care approach to the prevention of and early intervention of substance use disorders among adolescents supported by the Conrad N. Hilton Foundation.
- Coordinated logistics and assisted with all aspects of meetings planning, including drafting agendas, run of shows, curriculums, and PowerPoints for a seven-month professional development and leadership training program to improve the capacity of selected managers across New Jersey government agencies that administer Medicaid.

- Provided support in the provision of technical assistance to state Medicaid agencies developing and implementing section 2703 Health Homes through the Affordable Care Act (ACA) and Health Home Information Resource Center.
- Developed a care management template for NJ Department of Medical Assistance and Health Services for high utilizing members.
- Created agendas and assisted in the development of technical assistance tools for Accountable Care Organization Learning Collaborative (ACO LC) to develop and implement Medicaid ACO programs through support from The Commonwealth Fund.
- Supported efforts of the Camden Coalition of Healthcare Providers (CCHP) and The Rutgers Center for States Health Policy to successfully implement sustainability plans for super utilizer sites throughout the country.

#### Compassionate Care Foundation

2014

*Research Analyst*

- Researched clinical effects of new and alternative medicines and therapies
- Presented research findings to the Compassionate Care Foundation and Program Directors
- Worked with colleagues to facilitate discussions about new efforts moving forward

#### Publications

K. Church. *Addressing Adverse Childhood Experiences: Community Conversations in New Jersey*. CHCS Blog. April 2024

M. Steward, C. Roman, K. Church. *Design Recommendations for the Medi-Cal Member Advisory Committee*. Center for Health Care Strategies. July 2023

C. Thomas-Henkel, T. Hendricks, and K. Church. *Opportunities to Improve Models of Care for People with Complex Needs: Literature Review*. Center for Health Care Strategies, October 2015.

## KEY PERSONNEL

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

### NH Department of Health and Human Services

**Contractor Name:** Center for Health Care Strategies, Inc.

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Ruby Goyal-Carkeek	Director, Behavioral Health and Child Welfare	20.47%	\$20,182.00
Elissa Gelber	Senior Program Officer	18.87%	\$18,598.00
Kelly Church	Program Associate	12.88%	\$12,698.00
Subcontractor		40.55%	\$39,969.00