



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

September 13, 2017

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 an agreement with the Human Services Research Institute (Vendor # TBD), 2336 Massachusetts Avenue, Cambridge, MA 02140, to conduct an independent evaluation of the capacity of the current health system for inpatient acute care psychiatric treatment in an amount not to exceed \$94,700, effective upon Governor and Executive Council approval through January 1, 2018. 50% Federal Funds/50% Other Funds

Funds are available in State Fiscal Year 2018 in the following accounts.

010-095-049-490510-29850000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMM-BASED CARE SVCS DIV, HHS: COMM-BASED CARE SVCS DIV, BALANCE INCENTIVE PROGRAM BIP

State Fiscal Year	Class/Account	Activity/ Job Number	Class Title	Revised Modified Budget
2018	102/500731	49053316	Contracts for Program Services	\$44,700
SFY 2018 Subtotal:				\$44,700

010-095-092-922010-19600000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PSYCHIATRIC CAPACITY EVAL

State Fiscal Year	Class/Account	Job Number	Class Title	Revised Modified Budget
2018	102/500731	TBD	Contracts for Program Services	\$50,000
SFY 2018 Subtotal:				\$50,000
Contract Total:				\$94,700

EMK

2/ mar

EXPLANATION

The purpose of this agreement is for the Contractor to conduct an independent evaluation of the capacity of the current health system in New Hampshire to respond to the inpatient, acute care psychiatric needs of patients including, but not limited to, those patients who require involuntary emergency admissions as defined in RSA 135-C. Related to this effort are the Legislative requirements contained in HB400, the Laws of 2017, Chapter 112, Section 112:2, which require the Department to develop a 10-year Plan for Mental Health Services. The independent evaluation to be completed by the Contractor is a crucial analysis that will inform the development of the new 10-year plan.

During the 2017 legislative session, the New Hampshire General Court made investments to improve the State's mental health system. These improvements include, but are not limited to:

- 1) Establishing up to twenty (20) additional designated receiving facility beds for up to two (2) years to serve individuals with severe mental illness who meet the criteria for involuntary emergency admission;
- 2) Adding transitional and community residential beds with wrap-around services and supports;
- 3) Adding a mobile crisis team and apartments in a geographic location that has high rates of admissions to and discharges from New Hampshire Hospital;
- 4) Developing and implementing an integrated data management system to provide real-time information about the availability of involuntary and voluntary inpatient psychiatric beds in NH; and
- 5) Conducting an independent evaluation of the capacity of the current health system in NH to respond to inpatient, acute psychiatric needs of patients, including but not limited to those patients who require involuntary emergency admissions.

Pursuant to HB517, Section 190, this Contract meets the requirement of the independent evaluation referenced in (5) above.

The Department solicited proposals from bidders to conduct an independent evaluation of the capacity of the current health system in New Hampshire. RFP-2018-DBH-04-INDEP was published on the Department's website from June 30, 2017 through August 1, 2017. The Department received four (4) proposals in response to the Request for Proposals. The Department entered into contract negotiations with the highest scoring vendor. However, the vendor was unable to provide the proposed services within the Department's budget. Therefore, the Department entered into contract negotiations with the next highest scoring vendor, Human Services Research Institute. The Summary Score Sheet is attached for reference.

The attached agreement includes language that allows for up to a six (6) month extension of services, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council, as specified in Exhibit C-1, Paragraph 3.

The Contractor will develop a comprehensive system map that outlines and inventories existing services, including inpatient and outpatient services, housing supports, and peer and family supports available to individuals with mental illness or substance use disorders in New Hampshire. Once services are inventoried, the Contractor will evaluate these services to determine service delivery gaps, process improvement needs, and efficiencies. The evaluation will consider and evaluate New Hampshire Hospital and statewide emergency department admission data by utilizing existing resources and some new analyses.

The Contractor will identify and consider gaps and disparities by geographic regions, urban vs. rural locations, subpopulations and other demographics, and by health care payer system. The Contractor will:

1. Assess inpatient bed capacity and admittance demand.
2. Evaluate emergency department patient population to determine clinical needs and if individuals are connected to outpatient treatment providers.
3. Evaluate patient populations to determine how individuals arrived at the emergency department; whether individuals are within their regions of residences and whether there are substance misuse factors involved.

The Contractor will gather input from multi-disciplinary sources to inform the evaluation as well as conduct a system of care gap analysis that will identify gaps in system capacity that contribute to high levels of acute care psychiatric needs.

Finally, the Contractor will develop and deliver a comprehensive and detailed written report to the Department that outlines health system gaps in a coherent format. The Contractor will present the report and its findings to the Department and Department-designated stakeholders. The report will include, but is not limited to:

1. Statewide health system mapping in both narrative and visual representations of services.
2. An evaluation of New Hampshire Hospital and other emergency department admission data.
3. A statewide health system gap analysis and recommendations on reducing gaps in services.

Should the Governor and Executive Council not approve this request, the State will not be in compliance with the requirements of HB517. Additionally, if this request is not approved, an independent evaluation of services available to individuals in need of acute inpatient psychiatric services will not be available to the State.

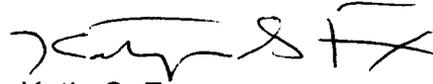
Geographic Area Served: Statewide

Source of Funds: 50% Other Funds

50% Federal Funds (CFDA #93.778 U.S. Department of Health and Human Services; Centers for Medicare and Medicaid Services; Medical Assistance Program; Medicaid; Title XIX FAIN #05-1505NHBIPP)

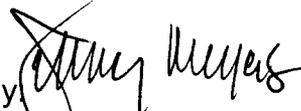
In the event that federal funds become no longer available, additional general funds will not be requested to support this agreement.

Respectfully submitted,



Katja S. Fox
Director

Approved by



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Independent Evaluation of the Capacity of
the Current Health System

RFP Name

#RFP-2018-DBH-04-INDEP

RFP Number

Bidder Name

1. Health Management Associates, Inc.

2. Human Services Research Institute

3. Public Consulting Group, Inc.

4. Research Triangle Institute International

Maximum Points	Actual Points
300	169
300	243
300	254
300	221

Reviewer Names

1. Adele Gallant, Administrator

2. Julianne Carbin, Director

3. Doris Lotz, Chief Medical Officer

4. O'Hannon Robert, Program Specialist III

5. Laurie Heath, Business Administrator II

6. Melissa Morin, Internal Auditor II

7. Tanja Milic, Business Administrator II

Subject: Independent Evaluation of the Capacity of the Current Health System (RFP-2018-DBH-04-INDEP)

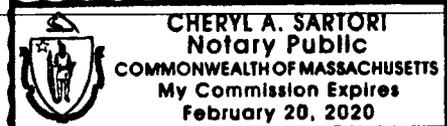
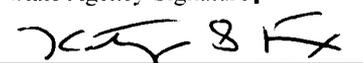
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Human Services Research Institute		1.4 Contractor Address 2336 Massachusetts Avenue Cambridge, MA 02140	
1.5 Contractor Phone Number (617)844-2527	1.6 Account Number 010-095-049-490510-29850000 & 010-095-092-922010-19600000	1.7 Completion Date January 1, 2018	1.8 Price Limitation \$94,700
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory  President	
1.13 Acknowledgement: State of Massachusetts County of Middlesex On <u>9/15/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cheryl Sartori, Notary Public</u>			
1.14 State Agency Signature  Date: <u>9/13/17</u>		1.15 Name and Title of State Agency Signatory <u>Katya S. Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yule, Attorney</u> <u>9/15/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

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

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials DA
Date 9/5/17

**New Hampshire Department of Health and Human Services
Independent Evaluation of the Capacity of the
Current Health System**



**Exhibit A
Scope of Services**

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall develop a comprehensive system map that outlines and inventories existing services available to individuals with mental illness or substance use disorders, which include but are not limited to:
 - 1.3.1. Inpatient and outpatient services.
 - 1.3.2. Housing supports.
 - 1.3.3. Peer and family supports.
- 1.4. The Contractor shall provide a concise written report and presentation to the Department on New Hampshire Hospital and statewide emergency department admission data and complete a system of care gap analysis that takes wait times for services into account and identifies gaps in system capacity that contribute to the high level of acute care psychiatric needs.
- 1.5. The Contractor shall present findings to the Department in a concise written report and presentation.

2. Scope of Work

- 2.1. The Contractor shall review the state's multi-disciplinary health system. The Contractor shall:
 - 2.1.1. Develop a comprehensive system map that outlines services available, statewide, to individuals with mental illness or substance use disorders. The system map must identify services and locations of services that include, but is not limited to:
 - 2.1.1.1. Inpatient hospital beds, Designated Receiving Facilities (DRF), and detoxification units.
 - 2.1.1.2. Services provided by Community Mental Health Centers.
 - 2.1.1.3. Housing options.
 - 2.1.1.4. Peer and family support agencies and services.

**New Hampshire Department of Health and Human Services
Independent Evaluation of the Capacity of the
Current Health System**



**Exhibit A
Scope of Services**

- 2.1.1.5. Mobile crisis services and supports.
 - 2.1.1.6. Mental health and drug courts.
 - 2.1.1.7. Drug and alcohol prevention and treatment.
 - 2.1.1.8. Safe stations and similarly trained first responders.
 - 2.1.1.9. Crisis and help lines.
- 2.2. The Contractor shall evaluate the State's health system, with consideration to New Hampshire Hospital and statewide Emergency Departments (EDs), utilizing existing resources or new analyses to identify:
- 2.2.1. Service delivery gaps and disparities by geographic regions; urban verses rural locations; subpopulations and other demographics, and by health care payer system. The Contractor shall:
 - 2.2.1.1. Assess inpatient bed capacity and admittance demand.
 - 2.2.1.2. Evaluate ED patient population, which includes, but is not limited to individual patient needs and whether patients are connected to outpatient treatment providers.
 - 2.2.1.3. Evaluate patient presentation, which includes, but is not limited to, how the patient arrived at the ED; whether the patient is in his/her region of residences and whether he/she is presenting on a voluntary or involuntary basis.
 - 2.2.2. Process improvement need, and efficiencies.
- 2.3. The Contractor shall ensure the evaluation is informed through input from multi-disciplinary sources including, but not limited to:
- 2.3.1. Managers.
 - 2.3.2. Practitioners
 - 2.3.3. Other key stakeholders.
- 2.4. The Contractor shall research the current system of care and develop an evaluation of the system of care in order to identify gaps in system capacity that contribute to high levels of acute care psychiatric needs. The Contractor shall conduct research that includes, but is not limited to:
- 2.4.1. Evaluating factors that contribute to individuals waiting in EDs for admission to New Hampshire Hospital.
 - 2.4.2. Evaluating clinical need of ED admissions and report if system gaps exist that could better serve the patient's needs in a different setting.
 - 2.4.3. Evaluating need for process improvements including any discharge

**New Hampshire Department of Health and Human Services
Independent Evaluation of the Capacity of the
Current Health System**



**Exhibit A
Scope of Services**

- barriers that delay timely discharges for individuals waiting in an ED for admission to New Hampshire Hospital.
- 2.4.4. Formulate recommendations regarding gaps in system capacity that, if resolved, would eliminate ED wait time.
- 2.5. The Contractor shall utilize the 2011 paper published by SAMHSA entitled, "Description of a Good and Modern Addictions and Mental Health Services System" authored by John O'Brien as a template against which existing service systems shall be measured including, but not limited to, ED and inpatient bed capacities and utilization. The Contractor shall work to understand relationships between system components through:
- 2.5.1. A combination of rigorous and comprehensive quantitative data analysis and qualitative evaluation methods.
- 2.5.2. Focused interviews with stakeholders.
- 2.6. The Contractor shall use existing data from a variety of resources, whenever possible, to obtain information on the current health system. Additionally, the Contractor shall:
- 2.6.1. Ensure evaluators interview managers and practitioners of various disciplines and other key stakeholders in order to understand how system components interact and how enhancements to interactions may reduce the prevalence of behavioral health crises.
- 2.6.2. Supplement quantitative analysis of claims and service utilization data with qualitative analyses of key informant stakeholder interviews and existing documents using content analysis techniques in order to identify gaps in services
- 2.7. The Contractor shall develop and deliver a comprehensive and detailed written report to the Department that outlines health system gaps. The Contractor shall provide recommendations in a coherent format. The Contractor shall present the report and its findings to the Department and Department-designated stakeholders. The Contractor shall ensure the report includes, but is not limited to:
- 2.7.1. Health system mapping – The selected Vendor must provide both narrative and visual representations of services available to individuals with mental health illness or substance use disorders, statewide.
- 2.7.2. Evaluation of New Hampshire Hospital and other emergency department admission data.
- 2.7.3. Statewide health system gap analysis and recommendations.
- 2.7.4. The Contractor shall provide the report to the Department in an

**New Hampshire Department of Health and Human Services
Independent Evaluation of the Capacity of the
Current Health System**



**Exhibit A
Scope of Services**

electronic format, as defined by the Department.

- 2.8. The Contractor shall manage the development of the evaluation by using a collaborative approach that ensures activities and tasks are shared across the Department and stakeholder work groups.
- 2.9. The Contractor shall design a proposed Project Plan that includes the deliverables and milestones, key activities, ownership (State, Contractor or third party) for all proposed activities known, as of the contract effective date.
- 2.10. The Contractor shall collaborate with the Department to coordinate data gathering efforts and evaluation strategies by:
 - 2.10.1. Arranging stakeholder interviews from multi-disciplinary sources to gather data, inform evaluation, and seek input to inform reports. Interviews must take place both in person and over the phone, individually and in groups.
 - 2.10.2. Coordinating with the Department Data Analytics and Reporting to generate existing data reports.
 - 2.10.3. Arranging facility tours, as needed.
 - 2.10.4. Participating in weekly progress calls with the Department.
- 2.11. The Contractor shall develop and utilize a project approach that ensures compliance with state and federal laws as well as administrative rules.
- 2.12. The Contractor shall be available onsite, as requested by the Department.

3. Deliverables

- 3.1. The Contractor shall provide a Project Work Plan no later than five (5) business days from the contract effective date, which addresses the full scope of this contract.
- 3.2. The Contractor shall identify and obtain summary reports and publicly available quantitative data for the evaluation of health systems no later than fifteen (15) business days from the contract effective date.
- 3.3. The Contractor shall identify stakeholders for key informant interviews and focus groups and schedule interviews and focus group meetings no later than ten (10) business days from the contract effective date.
- 3.4. The Contractor shall conduct key informant interviews and focus group meetings no later than twenty-five (25) business days from the contract effective date.
- 3.5. The Contractor shall analyze obtained quantitative data and request any additional claims data needed no later than thirty (30) days from the contract

**New Hampshire Department of Health and Human Services
Independent Evaluation of the Capacity of the
Current Health System**



**Exhibit A
Scope of Services**

- effective date.
- 3.6. The Contractor shall analyze key informant interviews and focus groups no later than thirty-five (35) days from the contract effective date
 - 3.7. The Contractor shall analyze any additional claims data no later than thirty-five (35) days from the contract effective date.
 - 3.8. The Contractor shall draft a final report no later than thirty-five (35) days from the contract effective date.
 - 3.9. The Contractor shall obtain feedback on draft report from key stakeholders no later than forty (40) days from the contract effective date.
 - 3.10. The Contractor shall incorporate stakeholder feedback and submit a final report to the Department no later than forty-five (45) days from the contract effective date.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract shall not exceed the Price Limitation in Block 1.8 of the P-37 General Provisions, pursuant to Exhibit A, Scope of Services.
2. In no event shall the total of all payments made by the State exceed the Price Limitation in Block 1.8 of the P-37 General Provisions. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.
3. This contract is funded with Other and Federal Funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.778 United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid; Title XIX.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor will submit invoices within ten (10) days from the date in Section 4.2.3 for Services or Deliverables in accordance with the Price and Payment Schedule in Exhibit B-1.
 - 4.2. Invoices must be in a format as determined by the Department and contain detailed information as follows:
 - 4.2.1. Identification of the Deliverable for which payment is sought
 - 4.2.2. The scheduled and actual completion date of the deliverable
 - 4.2.3. The acceptance date of the deliverable.
 - 4.3. Upon acceptance by the Department of each deliverable, and a properly documented and undisputed invoice, the State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.4. The invoice must be submitted to:

Financial Manager
Department of Health and Human Services
Division for Behavioral Health
129 Pleasant Street
Concord, NH 03301
5. A final payment request shall be submitted no later than forty (40) days from the contract completion date in Form P37, General Provisions, Contract Completion Date, Block 1.7.



Exhibit B

6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
Independent Evaluation of the Capacity of the Current Health System



Exhibit B

Deliverables Schedule & Payments

The following table depicts Project Tasks, Project Task Lead, Approximate Start and End Dates as well as price per deliverable.

Start and End Dates shall be adjusted according to the contract effective in accordance with the number of business days identified in Exhibit A Scope of Services, Section 3 Deliverables.

Project Task/Deliverable	Project Task Lead	Start Date	End Date	Price
Task 1: Project Management	David Hughes & Benjamin Cichocki	09/02/2017	11/03/2017	\$7,255
Task 2: identify and obtain existing qualitative & quantitative data	Benjamin Cichocki	09/04/2017	09/22/2017	\$14,570
Task 3 Conduct multi-disciplinary stakeholder interviews and focus groups	Bevin Croft	09/04/2017	10/06/2017	\$26,030
Task 4: Analysis of qualitative and quantitative data	Nilufer Isvan	09/18/2017	10/20/2017	\$30,660
Task 5: Reporting	David Hughes & Benjamin Cichocki	10/02/2017	11/03/2017	\$16,185
Total Price Limitation:				\$94,700



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

NA

9/5/17



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a 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.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

SH
9/5/17



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

2/1
9/5/17



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to an additional six (6) months, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

SK
Date 9/5/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

DK
Date 9/5/17



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

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

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

Contractor Name:

Date

Name:
Title:

DH
9/5/17



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

Place of Performance (street address, city, county, state, zip code) (list each location)
2336 Massachusetts Ave, Cambridge, MA 02140

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

Contractor Name:

9/12/17
Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

Date

Name:
Title:

MA
Date 9/5/11



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

9/12/17
Date


Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Date

Name:
Title:

DA
9/5/17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9/12/17
Date


Name:
Title:

Contractor Initials g/H
Date 9/12/17



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

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

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

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

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

Exhibit G

Contractor Initials

DH

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

Date

9/5/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Date

Name:
Title:

Exhibit G

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

Contractor Initials

HL

Date

9/5/17



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

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

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

Contractor Name:

9/12/17
Date

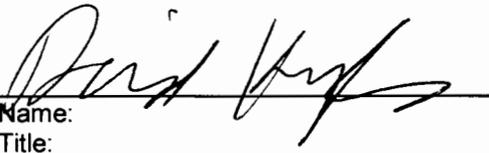

Name:
Title:

Exhibit G

Contractor Initials 

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

9/12/17
Date

[Signature]
Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

SK
9/5/17



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

DA
9/5/11



Exhibit I

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

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

Department of Health and Human Services
The State

Name of the Contractor

Katja S Fox
Signature of Authorized Representative

Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Name of Authorized Representative

Director
Title of Authorized Representative

Title of Authorized Representative

9/13/17
Date

Date



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/13/17
Date

Human Services Research Institute
Name of the Contractor

David Hughes
Signature of Authorized Representative

David Hughes
Name of Authorized Representative

President
Title of Authorized Representative

9/12/17
Date



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

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

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

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

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

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

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

Contractor Name:

Date

Name:
Title:

DH
9/5/17



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

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

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

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

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

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

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

Contractor Name:

9/12/17
Date


Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 056369218
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

DH
9/5/17



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

DAT
Date 1/5/17

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

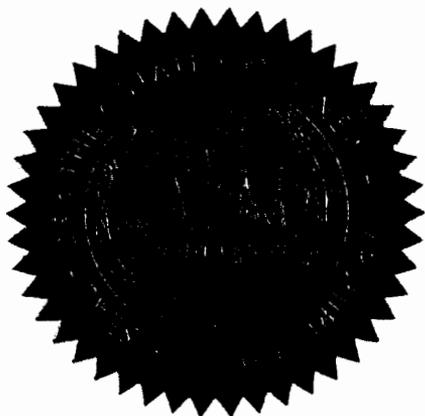
DX

9/5/17

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Human Services Research Institute, a(n) District of Columbia nonprofit corporation, registered to do business in New Hampshire on February 4, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Steve Day, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Human Services Research Institute.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 05/01/2017:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of September, 2017.
(Date Contract Signed)

4. David Hughes is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

MASSACHUSETTS

County of Middlesex

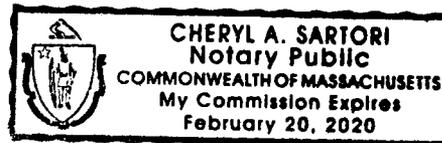
The forgoing instrument was acknowledged before me this 5th day of September, 2017,

By Steve Day.
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/20/20



Mission Statement

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

FINANCIAL STATEMENTS

with

INDEPENDENT AUDITORS' REPORT

YEARS ENDED SEPTEMBER 30, 2016 AND 2015

Smith  Sullivan
& Brown PC
CERTIFIED PUBLIC ACCOUNTANTS

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

REPORT ON FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2016 AND 2015

Mission Statement

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

REPORT ON FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 2016 AND 2015

C O N T E N T S

	<i>Pages</i>
Independent Auditors' Report.....	1
Statements of Financial Position as of September 30, 2016 and 2015.....	2
Statements of Activities for the Years Ended September 30, 2016 and 2015.....	3
Statement of Functional Expenses for the Year Ended September 30, 2016..... <i>(With Summarized Comparative Totals for 2015)</i>	4
Statement of Functional Expenses for the Year Ended September 30, 2015.....	5
Statements of Cash Flows for the Years Ended September 30, 2016 and 2015.....	6
Notes to Financial Statements.....	7 - 17

**Smith  Sullivan
& Brown PC**
CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying financial statements of Human Services Research Institute, Inc. (a District of Columbia not-for-profit corporation), which comprise the statements of financial position as of September 30, 2016, and 2015, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements 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, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Human Services Research Institute, Inc. as of September 30, 2016 and 2015 and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Smith, Sullivan & Brown, PC

Westborough, Massachusetts
January 23, 2017

HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENTS OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2016 AND 2015

ASSETS

	<u>2016</u>	<u>2015</u>
<u>CURRENT ASSETS:</u>		
Cash	\$ 1,671,445	\$ 1,803,983
Accounts Receivable	2,456,412	1,935,195
Accrued Receivables	525,785	224,425
Employee Advances	10,359	7,568
Prepaid Expenses	8,325	19,391
Total Current Assets	<u>4,672,326</u>	<u>3,990,562</u>
<u>PROPERTY AND EQUIPMENT:</u>		
Net of Accumulated Depreciation	<u>17,071</u>	<u>15,632</u>
<u>OTHER ASSETS:</u>		
Deposits	31,321	23,851
Board Designated Operating Reserve Fund	418,999	384,203
Total Other Assets	<u>450,320</u>	<u>408,054</u>
<u>TOTAL ASSETS</u>	<u>\$ 5,139,717</u>	<u>\$ 4,414,248</u>

LIABILITIES AND NET ASSETS

<u>CURRENT LIABILITIES:</u>		
Subcontracts Payable	\$ 897,334	\$ 388,293
Accounts Payable and Accrued Expenses	82,681	133,806
Accrued Payroll and Related Costs	107,654	128,763
Advance Billings	1,953,000	1,610,196
Total Current Liabilities	<u>3,040,669</u>	<u>2,261,058</u>
<u>NET ASSETS:</u>		
Unrestricted Net Assets:		
Undesignated	1,680,049	1,768,987
Board Designated Operating Reserve	418,999	384,203
Total Unrestricted Net Assets	<u>2,099,048</u>	<u>2,153,190</u>
<u>TOTAL LIABILITIES AND NET ASSETS</u>	<u>\$ 5,139,717</u>	<u>\$ 4,414,248</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<u>SUPPORT AND REVENUES:</u>		
<i>Support and Revenues:</i>		
Contract and Grant Funded Research	\$ 8,057,595	\$ 8,588,526
<i>Other Revenues:</i>		
Investment Return (Loss)	38,491	(11,901)
Other Income	<u>11,960</u>	<u>2,665</u>
<u>TOTAL SUPPORT AND REVENUES</u>	<u>8,108,046</u>	<u>8,579,290</u>
<u>FUNCTIONAL EXPENSES:</u>		
<i>Program Services:</i>		
Applied Research and Consulting Services:		
Behavioral Health	3,361,196	3,338,385
Intellectual Disabilities / Developmental Disabilities	2,907,421	2,910,389
Child Welfare	<u>1,132,501</u>	<u>1,481,238</u>
Total Program Services	7,401,118	7,730,012
<i>Supporting Services:</i>		
Administrative	<u>761,070</u>	<u>802,628</u>
<u>TOTAL FUNCTIONAL EXPENSES</u>	<u>8,162,188</u>	<u>8,532,640</u>
<u>CHANGE IN UNRESTRICTED NET ASSETS</u>	(54,142)	46,650
<u>UNRESTRICTED NET ASSETS - BEGINNING OF YEAR</u>	<u>2,153,190</u>	<u>2,106,540</u>
<u>UNRESTRICTED NET ASSETS - END OF YEAR</u>	<u>\$ 2,099,048</u>	<u>\$ 2,153,190</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(With Summarized Comparative Totals for 2015)

	PROGRAM SERVICES				ADMINI- STRATIVE	TOTAL FUNCTIONAL EXPENSES	
	BEHAVIORAL HEALTH	APPLIED RESEARCH AND CONSULTING SERVICES	CHILD WELFARE	TOTAL PROGRAM		2016	2015
Salaries and Wages	\$ 1,444,554	\$ 1,216,293	\$ 409,630	\$ 3,070,477	\$ 215,666	\$ 3,286,143	\$ 3,185,985
Payroll Taxes and Benefits	610,585	514,104	173,143	1,297,832	91,159	1,388,991	1,294,843
Subcontractors and Consultants	1,043,040	795,773	453,704	2,292,517	34,853	2,327,370	2,916,253
Professional Services	-	-	-	-	48,129	48,129	68,707
Travel	53,007	116,420	39,463	208,890	76,053	284,943	356,924
Occupancy	98,696	83,101	27,987	209,784	15,231	225,015	201,885
Repairs and Maintenance	19,723	16,607	5,593	41,923	3,044	44,967	36,761
Office Supplies and Expense	1,415	9,208	2,190	12,813	35,500	48,313	41,160
Telephone and Communications	40,007	32,961	8,466	81,434	4,324	85,758	74,466
Computer Expense	10,033	96,821	449	107,303	100,254	207,557	141,971
Conferences	10,246	6,356	172	16,774	52,317	69,091	69,198
Depreciation and Amortization Expense	7,453	6,276	2,114	15,843	1,150	16,993	13,435
Staff Development and Enrichment	-	-	-	-	51,384	51,384	25,887
Dues and Subscriptions	5,000	33	-	5,033	13,025	18,058	22,451
Equipment Rental	15,402	12,968	4,367	32,737	2,377	35,114	35,725
Insurance	-	-	-	-	11,691	11,691	9,552
Miscellaneous Expense	2,035	500	5,223	7,758	4,913	12,671	37,437
Total Functional Expenses	\$ 3,361,196	\$ 2,907,421	\$ 1,132,501	\$ 7,401,118	\$ 761,070	\$ 8,162,188	\$ 8,532,640

HUMAN SERVICES RESEARCH INSTITUTE, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	PROGRAM SERVICES					TOTAL FUNCTIONAL EXPENSES
	BEHAVIORAL HEALTH	APPLIED RESEARCH AND CONSULTING SERVICES	DEVELOPMENTAL DISABILITIES	CHILD WELFARE	TOTAL PROGRAM	
Salaries and Wages	\$ 1,285,987	\$ 1,147,205	\$ 544,363	\$ 2,977,555	\$ 208,430	\$ 3,185,985
Payroll Taxes and Benefits	522,648	466,245	221,239	1,210,132	84,711	1,294,843
Subcontractors and Consultants	1,274,835	961,541	584,419	2,820,795	95,458	2,916,253
Professional Services	-	-	-	-	68,707	68,707
Travel	58,904	160,845	65,250	284,999	71,925	356,924
Occupancy	81,290	72,518	34,411	188,219	13,666	201,885
Repairs and Maintenance	14,802	13,205	6,266	34,273	2,488	36,761
Office Supplies and Expense	1,749	9,000	930	11,679	29,481	41,160
Telephone and Communications	34,375	27,153	9,519	71,047	3,419	74,466
Computer Expense	26,813	20,999	-	47,812	94,159	141,971
Conferences	6,138	13,244	1,110	20,492	48,706	69,198
Depreciation and Amortization Expense	5,410	4,826	2,290	12,526	909	13,435
Staff Development and Enrichment	-	-	-	-	25,887	25,887
Dues and Subscriptions	10,734	615	49	11,398	11,053	22,451
Equipment Rental	14,385	12,833	6,089	33,307	2,418	35,725
Insurance	-	-	-	-	9,552	9,552
Miscellaneous Expense	315	160	5,303	5,778	31,659	37,437
Total Functional Expenses	\$ 3,338,385	\$ 2,910,389	\$ 1,481,238	\$ 7,730,012	\$ 802,628	\$ 8,532,640

HUMAN SERVICES RESEARCH INSTITUTE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES:</u>		
Change in Net Assets	\$ (54,142)	\$ 46,650
<i>Adjustments to Reconcile the Above to Net Cash Provided (Used) by Operating Activities:</i>		
Depreciation and Amortization Expense	16,993	13,435
Investment (Income) Losses	(38,491)	11,901
<i>(Increase) Decrease in Current Assets:</i>		
Accounts Receivable	(521,217)	125,534
Accrued Receivables	(301,360)	-
Employee Advances	(2,791)	25,345
Prepaid Expenses	11,066	(11,929)
<i>Increase (Decrease) in Current Liabilities:</i>		
Subcontracts Payable	509,041	97,893
Accounts Payable and Accrued Expenses	(51,125)	(17,251)
Accrued Payroll and Related Costs	(21,109)	18,888
Advance Billings	342,804	178,611
<i>(Increase) Decrease in Other Assets:</i>		
Deposits	(7,470)	(5,510)
Net Adjustment	(63,659)	436,917
<u>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</u>	<u>(117,801)</u>	<u>483,567</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES:</u>		
Cash Outlay for Capital Expenditures	(18,432)	(14,349)
Purchase of Investments	(25,307)	(634,212)
Proceeds on Sale of Investments	29,002	637,706
Net Cash Flow from Investing Activities	(14,737)	(10,855)
<u>NET INCREASE (DECREASE) IN CASH BALANCES</u>	<u>(132,538)</u>	<u>472,712</u>
<u>CASH - BEGINNING OF YEAR</u>	<u>1,803,983</u>	<u>1,331,271</u>
<u>CASH - END OF YEAR</u>	<u>\$ 1,671,445</u>	<u>\$ 1,803,983</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

NOTE 1 ORGANIZATION

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

NOTE 2 PROGRAM SERVICES

HSRI provides applied research and management consultation services to public agencies and private companies administering services and support for vulnerable citizens, including those with developmental or physical disabilities or mental health challenges and others with low income. HSRI has offices in Massachusetts and Oregon, and operates throughout the United States. Certain projects are funded directly or indirectly through grants from federal, state, and local agencies.

Since 1976, the Human Services Research Institute has provided consultation and conducted research efforts at both the state and federal levels in the following focus areas: Intellectual and Developmental Disabilities, Child and Family Services, Mental Health and Substance Use.

Intellectual and Developmental Disabilities:

HSRI has been involved in the field of developmental disabilities since the Organization’s inception in 1976. The Institute’s work has tracked the important and historic changes that have taken place during that time including the movement of people with intellectual and developmental disabilities out of public institutions, the use of Medicaid waiver funds to leverage that transition, the creation of community supports, the growth of the family support movement, the expansion of quality assurance and improvement systems, support for the expanding self-advocacy movement, and the press for self-determination.

HSRI has strong collaborations with nationally recognized organizations including our partnership with the National Association of Directors of Developmental Disabilities to support the National Core Indicators – an outcome measurement system that spans more than 40 states. The Institute also partners with academic institutions including the Institute on Community Inclusion at the University of Massachusetts as well as the Research and Training Center on Community Integration at the University of Minnesota.

Finally, HSRI works with a number of state Intellectual Disabilities/Developmental Disabilities (“ID/DD”) agencies around the country to assist in developing resource allocation strategies that more closely align with the functional needs of individuals receiving waiver and other Medicaid services.

Ageing and Disability:

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 2 *(Continued)*

Child and Family Services:

The Child and Family Services Team at HSRI provides program evaluation, consultation, training and technical assistance to child-serving agencies with the ultimate goal of promoting best practices among such agencies.

We work closely with representatives from all levels of the public sector (federal, state, and local officials) to design, implement, and report the findings for each of our individual projects. While many of our projects examine child welfare service systems, we also have significant experience in other human service areas which intersect with this population; in particular, we have worked closely with agencies to help understand services available to children and families with developmental disabilities, mental health, and substance abuse issues. Whatever our audience may be, we use the same basic approach of strong communication and collaboration to ensure that our work is grounded in the reality of the current service environment as experienced by children and families.

Behavioral Health:

One of the focuses of HSRI's work is behavioral health. The behavioral health team within HSRI is comprised of staff that has worked on projects that address a wide variety of issues related to the prevention and treatment of substance abuse and mental illness and that provide sustainable ways to improve services that lead to recovery and advance the quality of life for persons with substance use disorders and serious mental illness. The behavioral health team has worked with federal, state, county, providers and foundation partners over the years in a wide range of projects that have focused on needs assessment and systems planning, gap analysis, policy planning and analysis, technical assistance and training, quality and performance indicators, program evaluation and data analysis. The behavioral health staff has: conducted needs assessment to identify service needs at the national, state and local levels; identified, implemented and evaluated evidence-based practices and promising practices in the areas of housing, employment, case management, integrated services, peer-operated services, etc.; evaluated the cultural competency of services; developed computerized budget simulation and resource allocation models for projecting the costs and potential cost offsets of implementing jail or prison diversion programs for offenders with mental illness; and have conducted synthetic estimations and other techniques to assist states and counties prepare for health care reform. The Behavioral Health team also works with health data in building data warehouses and working with states on using this data to track utilization, cost and monitoring quality. Funding for projects of the Behavioral Health team has come from three centers of the Substance Abuse and Mental Health Services Administration (Center for Mental Health Services, Center for Substance Abuse Prevention, and Center for Substance Abuse Treatment), Center for Medicare and Medicaid Service, foundations, states, counties and local providers.

Health Data:

HSRI works closely with a variety of federal, state and private entities to design, implement, and evaluate health data systems with the goal of providing high-quality data for both system management and research functions. This includes working with stakeholders to improve data quality, ensuring that systems make use of best practices and relevant data standards, creating and maintaining custom data warehouses that properly secure sensitive health data, and producing analytic and data products that provide value to researchers, evaluators, policy makers, program managers, advocacy organizations, and the public.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 2 *(Continued)*

HSRI prides itself on creating health data systems that are responsive to the needs of all stakeholders: funders, data submitters, data users, and the general public. Based on this principle, our health data systems are designed so provider organizations and states can manage their information assets; to facilitate retrieval of relevant information quickly and efficiently; to insure the reliability of data submitted; to meet the needs of multiple data users related to program oversight, cost monitoring, quality assurance and program evaluation; and to quickly provide those data back to stakeholders in a user-friendly fashion.

NOTE 3 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies which affect significant elements of the Organization's financial statements are described below to enhance the usefulness of the financial statements to the reader. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates; however, adherence to generally accepted accounting principles has, in management's opinion, resulted in reliable and consistent financial reporting by the Organization.

Basis of Accounting:

Human Services Research Institute, Inc. maintains its books and prepares its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principles. Consequently, revenues and gains are recognized when earned and expenses and losses are recognized when a liability has been incurred.

Fair Value of Financial Instruments:

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

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

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

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 3 (Continued)

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

Financial Statement Presentation:

As required by the *FASB Accounting Standards Codification*TM, the Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

These classifications are related to the existence or absence of donor-imposed restrictions as follows:

Unrestricted Net Assets - consists of assets, public support, dues and program revenues which are available and used for activities and programs. Unrestricted net assets represents the portion of net assets of the Organization that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Contributions are considered available for unrestricted use unless specifically restricted by the donor. In addition, unrestricted net assets includes funds which represent unrestricted resources designated by the Board of Directors for specific purposes. As of September 30, 2016, and 2015, the balance in the Board Designated Operating Reserve fund is designated to provide continuing and stable funding for the Organization's programs. For the years presented, all activities and net assets were unrestricted.

Temporarily Restricted Net Assets - includes funds with donor-imposed restrictions which permit the donee organization to expend the assets as specified and is satisfied either by the passage of time or by actions of the Organization. Resources of this nature originate from gifts, grants, bequests, contracts and investment income earned on restricted funds.

Permanently Restricted Net Assets - includes resources which have a permanent donor-imposed restriction which stipulates that the assets are to be maintained permanently, but permits the Organization to expend part or all of the income derived from the donated assets.

Accounts Receivable:

Accounts Receivable represents amounts due from grant and contract revenues earned. HSRI carries its accounts receivable at net realizable value. Management periodically reviews specific receivables to determine if any balances are uncollectible. As of September 30, 2016, and 2015, all receivables were considered fully collectible; accordingly, there is no provision for uncollectible receivables and there was no bad debt expense for the years then ended. Therefore, if amounts become uncollectible, a provision will be established when that determination is made.

HSRI does not accrue interest on its receivables. A receivable is considered past due if payment has not been received within the stated terms. HSRI will then exhaust all methods to collect the receivable.

Accrued Receivables:

Accrued Receivables represents amounts due as eligible expenditures are incurred or as deliverable services are provided under the terms of the grant or contract.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 3 (Continued)

Property and Equipment:

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

Investments:

The Organization maintains an investment portfolio which consists of cash, mutual funds and exchange traded products. Investments are reported at their fair value. As required by the *FASB Accounting Standards Codification*TM, the Organization reports the investments' net realized and unrealized gains and losses at each reporting date in the Organization's Statement of Activities. Purchases and sales of securities are recorded on the trade date. In determining the gains (losses) realized on the sales of securities, the cost of the securities sold has been determined on a specific identification basis. Cash held in brokerage accounts is reported as investments for purposes of these financial statements. Investments are classified as either short-term or long-term, depending upon the underlying intentions. For the years presented, investments comprise the Board Designed Operating Reserve Fund.

Revenue Recognition:

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

Gifts, Grants and Contributions:

As required by the *FASB Accounting Standards Codification*TM, contributions are required to be recorded as receivables and revenues and the Organization is required to distinguish between contributions received for each net asset category in accordance with donor-imposed restrictions. Contributions may include gifts of cash, collection items, or promises to give.

Contributions, including unconditional promises to give, are recognized as revenues in the period the commitment is received. Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are reported at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved, when such amounts are considered material.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 3 (Continued)

Support that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction, until the restriction expires, at which time temporarily restricted net assets are reclassified to unrestricted net assets. Contributions are considered available for unrestricted use unless specifically restricted by the donor. HSRI has elected, however, to report restricted contributions whose restrictions are met in the same reporting period as they are received, as unrestricted support.

Donated Goods and Services:

As required by the *FASB Accounting Standards Codification*TM, Human Services Research Institute, Inc. maintains a policy whereby contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation, are recorded at their fair value in the period received. For the years presented, there were no contributions of goods or services which met the recognition criteria.

Functional Expenses:

As required by the *FASB Accounting Standards Codification*TM, the Organization allocates its expenses on a functional basis among its various programs and support services. Expenses which can be identified with a specific program and support service are allocated directly according to their natural expense classification. Other expenses that are common to several functions are allocated on various statistical bases and payroll derived ratios. Supporting services are those related to operating and managing the Human Services Research Institute, Inc. and its programs on a day-to-day basis.

Supporting services have been sub-classified as follows:

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

Fund Raising - includes all activities related to maintaining contributor information, membership development, distribution of materials and other similar projects related to the procurement of funds for the Organization's programs. When applicable, fund raising expenses which represent direct costs of special events are netted against the related revenue. For the years presented, there were no fund raising activities or costs.

Reclassifications:

Certain amounts in the prior year information have been reclassified to conform to the current year presentation. Specifically, certain amounts have been reclassified within *Accounts Receivable, Accrued Receivables and Advance Billings*. Reclassifications made to the prior year information have no impact on total net assets or changes in net assets.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 4 PROPERTY AND EQUIPMENT

The following is a summary of *Property and Equipment* as of September 30, 2016 and 2015:

<u>Asset Category</u>	<u>2016</u>	<u>2015</u>
Furniture and Fixtures	\$ 12,101	\$ 12,101
Equipment	85,721	67,289
Leasehold Improvements	<u>50,476</u>	<u>50,476</u>
Subtotal	148,298	129,866
Less: Accum. Depreciation and Amortization	<u>(131,227)</u>	<u>(114,234)</u>
Net Property and Equipment	<u>\$ 17,071</u>	<u>\$ 15,632</u>

NOTE 5 INVESTMENTS

As of September 30, 2016 and 2015, all investments represent the Board Designated Operating Reserve and are classified as long-term in the accompanying Statements of Financial Position. The investment costs and unrealized gains and losses consisted of the following components:

<u>Investment Type</u>	<u>September 30, 2016</u>			
	<u>Cost Basis</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>
Cash Equivalents	\$ 9,174	\$ -	\$ -	\$ 9,174
Mutual Funds	194,176	2,388	(2,529)	194,035
Exchange Traded Products	<u>210,238</u>	<u>5,552</u>	<u>-</u>	<u>215,790</u>
Total	<u>\$413,588</u>	<u>\$7,940</u>	<u>\$(2,529)</u>	<u>\$418,999</u>
<u>Investment Type</u>	<u>September 30, 2015</u>			
	<u>Cost Basis</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>
Cash Equivalents	\$ 7,769	\$ -	\$ -	\$ 7,769
Mutual Funds	168,001	-	(17,209)	150,792
Exchange Traded Products	<u>230,089</u>	<u>714</u>	<u>(5,161)</u>	<u>225,642</u>
Total	<u>\$405,859</u>	<u>\$714</u>	<u>\$(22,370)</u>	<u>\$384,203</u>

Components of *Investment Return (Loss)* for the years ended September 30, 2016 and 2015 are as follows:

<u>Composition of Investment Return</u>	<u>2016</u>	<u>2015</u>
Interest and Dividend Income	\$14,607	\$ 12,176
Unrealized Gains (Losses) on Investments	27,154	(9,222)
Realized Gains (Losses) on Investments	88	(14,742)
Investment Fees	<u>(3,358)</u>	<u>(113)</u>
Net Investment Return (Loss)	<u>\$38,491</u>	<u>\$(11,901)</u>

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 5 (Continued)

As of September 30, 2016, and 2015, all investments held by HSRI are classified under Level 1 of the fair value hierarchy. The Organization uses the following ways to determine the fair value of its investments:

Cash Equivalents: Determined by the published net asset value (“NAV”) per unit for the cash reserve or money market fund at the end of the last trading day of the year, which is the basis for transactions at that date.

Mutual Funds and Exchange Traded Products: Determined at the published NAV unit at the end of the last trading day of the fiscal year, which is the basis for the transactions at that date. NAV is based on the value of the underlying assets owned by the fund, minus its liabilities and then divided by the number of shares held by the Organization at year end. NAV is quoted in an active market.

NOTE 6 REVENUE RECOGNITION ON MULTIPLE ELEMENT ARRANGEMENTS

The guidance on accounting for arrangements with multiple deliverables is codified in *Accounting Standards Codification* 605-25, as revised in May 2014. HSRI recognizes its revenue when applicable pursuant to this guidance. Specifically related to the combined projects through the State of Maine for the Data Center Enhancement to Improve Health Cost Transparency project and Health Data Warehouse project, the following terms are relevant:

- The nature of its multiple deliverable arrangements: These projects included multiple deliverable arrangements for the original sum of \$1.3 million through June 30, 2014. Subsequent to these deliverables and June 30, 2014, the project continued, but on a monthly payment basis with supplemental deliverables.
- The significant deliverables within the arrangements:
 - Develop project plan; provide a guide to resources, dependencies, schedules, and timing that will be used by the project team to prioritize effort and track progress;
 - Develop, test, and deploy an Extract, Transform, and Load (“ETL”) platform for submission of claims data from commercial and public payers;
 - Design, test, and deploy a new Data Warehouse for storing claims data;
 - Convert and move historical claims data held by the Maine Health Data Organization (“MHDO”) into the new data warehouse;
 - Provide technical assistance to MHDO for rule changes;
 - Support stakeholder engagement and communication;
 - Participate in user group meetings and activities;
 - Provide operational support for system functions after they are deployed, including providing first-tier customer support for data submitters and requesters;
 - Provide and maintain technical documentation.
- The general timing of delivery or performance of services for the deliverables within the arrangements: All deliverables were due prior to June 30, 2014 for the initial contract and then there are annual renewals through June 30, 2022. (Refer to Note 9 for the total future minimum payments for these annual renewals)

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 6 *(Continued)*

- Performance, cancellation, termination and refund type provisions: There are various provisions as defined in the original contract, most of which are very detailed provisions.
- A discussion of the significant factors, inputs, assumptions, and methods used to determine selling price (whether vendor specific objective evidence, third-party evidence or estimated selling price) for the significant deliverables: The State of Maine does seek input from various third-party stakeholders, organizations that use the data or the software. The State of Maine then relays the feedback to HSRI for changes that need to be made. Although these third parties provide evidence, they do not weigh in on whether or not the deliverables have been met. Ultimately, the selling price was established by the State of Maine using their own independent significant factors to determine pricing.
- Whether the significant deliverables in the arrangement qualify as separate units of accounting and the reasons why they do not qualify as separate units of accounting, if applicable: The significant deliverables do not qualify as separate units of accounting; the deliverable are simply milestones within the one project of building a data collection warehouse and website.
- The general timing of revenue recognition for significant units of accounting: Revenue recognition is based on deliverables as detailed in the original contract plus monthly billings. There are no significant units of accounting relating to this project.
- Separately, the effect of changes in either the selling price or the method or assumptions used to determine selling price for a specific unit of accounting if either one of those changes has a significant effect on the allocation of arrangement consideration: This does not apply to these projects as there were none of these changes. The only changes within this project related to the way it was billed and all such changes were completed and billed in full as of June 30, 2014; therefore, eliminating any potential changes in assumptions that would require adjustments to the FY 2014 revenue recognized.

NOTE 7 RETIREMENT PLAN

HSRI sponsors a defined contribution plan (the "Plan") available to all employees meeting certain eligibility requirements. The Plan allows employees to defer a percentage of their salaries. HSRI may contribute up to 5% of the employee's salary. Employer contributions were \$177,564 and \$166,442 for the years ended September 30, 2016 and 2015, respectively.

NOTE 8 LEASE OBLIGATIONS

Facilities:

HSRI leases office space in Cambridge, Massachusetts from VJS Associates under a non-cancelable operating lease that expires March 30, 2017. VJS Associates is a related party, controlled by HSRI's senior management. Rent paid to VJS Associates totaled \$96,000 for the years ended September 30, 2016 and 2015.

HSRI leases office and program space in Oregon under a non-cancellable lease that expired August 31, 2015. The lease was renewed during FY 2015 through October 2020. Rent paid under this lease amounted to \$73,422 and \$73,233 for the years ended September 30, 2016 and 2015, respectively.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 8 *(Continued)*

Effective in June 2015, HSRI leases additional space in Cambridge, Massachusetts under a non-cancellable lease that expires July 2018. The lease agreement requires minimum monthly rent payments of \$3,690 through July 2016, escalating to monthly payments of \$5,580 thereafter. Rent paid under this lease amounted to \$46,060 and \$9,673 for the years ended September 30, 2016 and 2015, respectively, and HSRI paid a \$5,580 security deposit as of September 30, 2016.

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

Equipment:

HSRI also leases office equipment under operating leases that expire at various dates through February 2021. The total equipment lease expense was \$35,114 and \$35,725 for the years ended September 30, 2016 and 2015, respectively.

Total future minimum obligations under the above lease agreements are as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
September 30, 2017	\$240,626
September 30, 2018	171,852
September 30, 2019	107,774
September 30, 2020	107,774
September 30, 2021	<u>18,056</u>
Total	<u>\$646,082</u>

NOTE 9 CONCENTRATIONS

Cash:

The Organization maintains its depository balances in two financial institutions. Cash balances are insured up to \$250,000 per institution by the Federal Deposit Insurance Corporation (FDIC). As of September 30, 2016 and 2015, cash balances in excess of the FDIC coverage were \$1,565,554 and \$1,670,064, respectively; however, the Organization has not experienced any losses on uninsured cash balances and management considers credit risk on cash to be low.

Revenue and Receivables:

Approximately 21% and 31% of total support and revenues for the years ended September 30, 2016 and 2015, respectively, was derived from one project involving several contracts. Amounts owed on this project represented 36% and 39% of *Accounts Receivable* and *Accrued Receivables* as of September 30, 2016 and 2015, respectively. This contract has a nine-year renewal period for \$1 million annually upon mutual agreement by both parties and extends until November 30, 2022.

HUMAN SERVICES RESEARCH INSTITUTE, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

(Continued)

NOTE 9 (Continued)

Total potential future minimum receipts under this contract, as well as several other contracts associated with this project, are as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
September 30, 2017	\$1,000,000
September 30, 2018	1,000,000
September 30, 2019	1,000,000
September 30, 2020	1,000,000
September 30, 2021	1,000,000
Thereafter	<u>415,000</u>
Total	<u>\$5,415,000</u>

In addition to the above project, the balance due on one other project represents 23% of *Accounts Receivable*, such that the balances due from these two projects account for 53% of total *Accounts Receivable* as of September 30, 2016.

Advance Billings:

One project represents 63% and 80% of the *Advance Billings* as of September 30, 2016 and 2015, respectively.

Expenses and Payables:

A significant portion of total expenses consists of subcontracted services. Of these services, amounts attributed to two subcontractors represented 68% and 57% of total *Subcontractors and Consultants* expense for the years ended September 30, 2016 and 2015, respectively, and 96% and 48% of *Subcontracts Payable* as of September 30, 2016 and 2015, respectively.

NOTE 10 RELATED PARTY TRANSACTION

Leasing Activities:

As further disclosed in Note 8, HSRI leases a facility from an entity which is controlled by its senior management.

NOTE 11 SUBSEQUENT EVENTS

Management is required to consider events subsequent to the financial statement date for potential adjustment to or disclosure in the financial statements. Therefore, Management has evaluated subsequent events through January 23, 2017, the date which the financial statements were available for issue, and noted no events which met the criteria.

Human Services Research Institute

Board of Directors as of September 5, 2017

Name
<i>Cathy Terrill, Chair</i>
<i>Peter Williams, Vice-Chair</i>
<i>Steve Day Secretary-Treasurer</i>
<i>Susan M. Havercamp,</i>
<i>Maureen Booth</i>
<i>Finn Gardiner</i>
<i>Alan Rabideau</i>
<i>Elizabeth Weintraub</i>



David Hughes, PhD

President

Education

PhD

Brandeis University
Waltham, MA
(Social Policy)

MA

Brandeis University
Waltham, MA
(Social Policy)

MA

University of
Massachusetts
Boston, MA
(Applied Sociology)

BA

Trent University
Ontario, Canada
(Honors Sociology)

Professional Experience

President

(2017 – Present)

Executive Vice President

(2015 – 2017)

Vice President

(2008 – 2015)

Senior Research Specialist

(2007 – 2008)

Project Director

(1997 – 2007)

Project Manager

(1996 – 1997)

Research Analyst

(1995 – 1996)

Research Assistant

(1993 – 1995)

Human Services Research
Institute
Cambridge, MA

Profile

Dr. Hughes is a nationally recognized expert in behavioral health services research, multi-site evaluations, self-direction, evidence-based practices, permanent supported housing, quality measurement, behavioral health and health cost simulation models and the intersection of the behavioral health and criminal justice systems. He has directed and served in senior roles on dozens of HHS-sponsored projects and has worked on more than 15 projects for SAMHSA, ACL, ACF and ASPE. He received the SAMHSA Leadership Award for his work on the behavioral health managed care multi-site study.

Selected Project Experience

Project Director, North Dakota Behavioral Health Needs Assessment

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

Contribution: HSRI has been contracted to conduct an in-depth review of North Dakota's behavioral health system and to produce recommendations and strategies for implementing changes to address the needs of the community. Dr. Hughes is responsible for carrying out all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview and service utilization data.

Project Director, Comprehensive Behavioral Health System Analysis and Study for Pierce County

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

Contribution: HSRI conducted a comprehensive analysis to identify and understand gaps in service access. The study identified the prevalence of behavioral health issues, extent of services available to address behavioral health-related needs, and provided recommendations for services, policies, and practices the county should pursue to address system gaps. Dr. Hughes oversaw all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview data. Dr. Hughes was responsible for overseeing the and the final report which included key recommendations to ensure a comprehensive, cost-effective, and recovery-oriented behavioral health treatment system that meets the needs of the Pierce County community.

Project Director, Milwaukee County Mental Health System Redesign

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

Contribution: HSRI received a subcontract through the Public Policy Forum to assist Milwaukee County in addressing systemic issues with access to service delivery within the adult mental health system. Dr. Hughes worked closely with stakeholder to design a rigorous redesign plan. Dr. Hughes was responsible for conducting informant interviews, analyzing service utilization and assessment data, and national best practices to develop and draft recommendations for system improvements.

Senior Advisor, Developing the Framework for a Large-Scale National Demonstration of Self-Direction in Behavioral Health

Funder: **Boston College** | Dates: **2013 - Present**

Contribution: HSRI received a subcontract through Boston College to continue the efforts of the Robert Wood Johnson Foundation-funded Environmental Scan of Self-Direction in Behavioral

Health Services and Supports, this project involves further developing parameters for program design and plans for a large-scale demonstration and evaluation of self-direction in behavioral health. In addition to refining the demonstration and evaluation parameters, the project involved convening the National Self-Direction Practice Advisory Coalition, a group composed of peers and other practitioners with firsthand experience implementing self-directed behavioral health programs. The project is a joint effort of researchers from the National Center for Participant-Directed Services, University of Maryland, and DMA Health Strategies. Dr. Hughes is responsible for developing the evaluation plan and design.

Senior Research Specialist, *Evaluation of Cooperative Agreements to Benefit Homeless Individuals for States and Communities (CABHI-States and Communities)*

Funder: **SAMHSA-CMHS-CSAT** | Dates: **2016 - Present**

Contribution: HSRI received a subcontract through RTI International to evaluate two programs: The Cooperative Agreements to Benefit Homeless Individuals (CABHI) and the Programs for Assistance in Transition from Homelessness (PATH). HSRI has the lead for the multi-site evaluation of the PATH program, which is a task under the cross-site CABHI evaluation. Dr. Hughes is involved with the developing the evaluation plan, data collection and data reporting.

Project Director, *Evaluation of Programs That Provide Services to Persons Who Are Homeless With Mental and/or Substance Use Disorders*

Funder: **SAMHSA-CMHS-CSAT** | Dates: **2011 - 2016**

Contribution: HSRI received a subcontract through RTI International to evaluate four programs: CABHI, the Grants for the Benefit of Homeless Individuals (GBHI), Services in Supportive Housing (SSH), and PATH. HSRI had the lead for the multi-site evaluation of the PATH program. Dr. Hughes was responsible for overseeing HSRI's work on this project and working with RTI and SAMHSA staff to coordinate the multiple tasks included in this evaluation. Dr. Hughes was involved with developing the evaluation plan, data collection and data reporting.

Senior Research Specialist, *Project LAUNCH (Linking Actions for Unmet Needs of Children's Health)*

Funder: **SAMHSA-ACF** | Dates: **2013 - Present**

Contribution: HSRI received a subcontract through NORC at the University of Chicago to evaluate and provide technical assistance to 35 grantees implementing interventions to improve community health for children and families through the implementation of evidence-based practices and the integration of behavioral health and primary care. Dr. Hughes is responsible for developing mechanisms for the delivery of TA, monitoring TA accomplishments, and coordinating TA for both local site evaluations and the project's multi-site evaluation.

Project Director, *Training Materials for Aging and Disability Resource Centers (ADRC) on Mental Health Promotion and Suicide Prevention*

Funder: **SAMHSA-ACL** | Dates: **2015 - Present**

Contribution: HSRI received a subcontract through Mission Analytics to develop training materials on behavioral health promotion and suicide prevention for the eight states with Aging and Disability Resource Center (ADRC) Part A: Enhanced Options Counseling grants. Dr. Hughes is overseeing the needs assessment which includes interviews, an environmental scan and an online survey. Dr. Hughes is responsible to using these results to develop training webinar and resource guide designed to be adapted as needed for the diverse workforce of those who perform access functions for ADRCs.

Project Director, *Maine Health Data Organization (MHDO) Data Warehouse Project*

Funder: **MHDO** | Dates: **2013 - Present**

Contribution: As a part of this ten-year contract with the State of Maine, HSRI and its partners are building a highly secure and robust data warehouse to collect and house health care claims, encounter and eligibility data, hospital financial data and other related information. Dr. Hughes oversees the project and advises the team to ensure that project resources are allocated appropriately and the project goals are met.

Project Director, *State of Maine Data Center Enhancement to Improve Health Cost Transparency*

Funder: **MHDO** | Dates: **2013 - Present**

Contribution: MHDO received a grant through CMS to expand its online health data resources and improve the usability of its health data website. The CMS Grant is part of the Health Insurance Rate Review Program which provides grants to states to support health insurance rate review and increase transparency in health care pricing. Dr. Hughes oversees the project and advises the team to ensure that project resources are allocated appropriately, and the project goals are met.

Co-Project Director, *Evaluation of Colorado's Implementation of the IV-E Waiver*

Funder: **CO DHS** | Dates: **2013 - Present**

Contribution: HSRI is conducting a process, outcomes, and cost evaluation of Colorado's Title IV-E Waiver. Colorado's waiver seeks to improve child and family outcomes through three primary interventions: family engagement, trauma-informed child assessment, and trauma-focused behavioral health treatments. Dr. Hughes helps lead the project in order to examine how the availability of flexible funds enables the state to make changes in service delivery and to alter expenditure patterns, ultimately improving safety, permanency, and wellbeing outcomes for children.

Project Director, *Minnesota Preferred Integrated Network (PIN) Evaluation*

Funder: **MN DHS** | Dates: **2013 -2015**

Contribution: HSRI conducted an evaluation of the Minnesota PIN, an initiative that integrates physical and mental health services in a prepaid health plan and coordinates these with social services. Dr. Hughes oversaw the evaluation in order to address access, quality, accountability, and cost issues associated with integrating physical and behavioral health for the target population of adults with serious mental illness and children with serious emotional disturbance.

Mental Health Technical Assistance Provider, *National Quality Enterprise*

Funder: **CMS** | Dates: **2001 - 2013**

Contribution: For over 10 years HSRI provided technical assistance to state waiver program staff as part of the National Quality Contractor and as part of the National Quality Enterprise. The TA included working with operating agencies and Medicaid agencies to collaborate on the development of performance indicators. Dr. Hughes assisted states with waiver renewals, development of evidence packages, preparation of performance measures, and monographs on topics such as sampling and risk management.

Project Director, *California 1115 Mental Health and Substance Use Services Needs Assessment and Service Plan Project*

Funder: **California Department of Health Care Services** | Dates: **2011 – 2014**

Contribution: HSRI partnered with TAC to examine how the federal health reform initiative would impact the behavioral health system in California. Dr. Hughes oversaw the examination of 5 years' worth of Medicaid data to develop cost and beneficiary utilization projections. He also provided policy assistance regarding the types of benefits and delivery systems needed to serve the Medicaid expansion population.

Project Director, *Study of the Cost Efficiency of the Mental Health Block Grant Program*

Funder: **SAMHSA** | Dates: **2008 - 2010**

Contribution: This project studied the cost-efficiency of implementing evidence-based practices in three states (Arizona, Oregon and West Virginia). Dr. Hughes coordinated all efforts of data collection, including the development of a data layout plan for administrative data and all pertinent cross-walk designs. He also directed efforts at integrating SAMHSA URS (Uniform Reporting System) and NOM measures into the data analytic design and oversee all response to requests by senior SAMHSA Block Grant program staff.

Project Director, *Implementing Permanent Supportive Housing for People with Disabilities in Louisiana*

Funder: **The Technical Assistance Collaborative (TAC)** | Dates: **2008 - 2011**

Contribution: HSRI received a contract to evaluate permanent supported housing programs based in Louisiana. As project Director, Dr. Hughes designed the evaluation component, engaged all stakeholders, and supervised data collection efforts, including data already collected at the state level. Dr. Hughes also developed a management plan for multisite database, including data security and confidentiality and prepared site specific IRB submission. He also directed efforts at responding to a variety of requests for information with quick turn-around time on issues surrounding housing and homelessness.

Senior Advisor, *Evaluation of Models for Internet Consumer Health Care Cost and Quality Information*

Funder: **State of Vermont, Green Mountain Care Board** | Dates: **2015**

Contribution: The State of Vermont received a grant through CMS to evaluate potential models for providing consumers with information via the internet about the cost and quality of health care services available to Vermont Residents. Dr. Hughes oversaw the project and final report.

Project Director, Home and Community Based Services (HCBS) Technical Assistance

Funder: CMS | Dates: 2015 - Present

Contribution: HSRI received a subcontract from New Editions to assist them in providing technical assistance to over a half dozen states in response to individual TA requests as well as through the development and presentation of issue papers and webinars. Dr. Hughes is responsible for drafting TA plans, cost estimates and working with states regarding Self-Direction and HCBS research.

Project Lead, Coordinating Center for Managed Care and Vulnerable Populations Project

Funder: SAMHSA | Dates: 1997 - 2004

Contribution: This project facilitated common data collection approaches and analyses across 21 managed care evaluation sites. Dr. Hughes oversaw the development of a multisite dataset and managed all aspects of data collection from documentation to ensure timeliness of data submission. Dr. Hughes conducted multivariate statistical analyses and qualitative data documenting the nature of managed care provided by each site.

Developer, Mental Health Jail Diversion Resource Allocation and Planning Model

Funder: SAMHSA | Dates: 2006 - 2009

Contribution: This project was funded by SAMHSA to develop a computerized budget simulation and resource allocation model for projecting the costs and potential cost offsets of implementing jail or prison diversion programs for offenders with mental illness. Dr. Hughes oversaw all relevant aspects of model implementation, including convening expert panels that included consumers as well as providers and administrators and federal SAMHSA policymakers and drafting data collection plan. He also supervised all analysis involving the model and designed several implementations targeting at trauma-informed care for mental health consumers involved in the criminal justice system.

Project Director, California 1115 Mental Health and Substance Use Services Needs Assessment and Service Plan Project

Funder: California Department of Health Care Services | Dates: 2011 – 2014

Contribution: HSRI partnered with TAC to examine how the federal health reform initiative would impact the behavioral health system in California. Dr. Hughes oversaw the examination of 5 years' worth of Medicaid data to develop cost and beneficiary utilization projections. He also provided policy assistance regarding the types of benefits and delivery systems needed to serve the Medicaid expansion population.

Mental Health Technical Assistance Provider, Money Follows the Person (MFP)

Funder: CMS | Dates: 2007 - 2012

Contribution: HSRI received a subcontract through the Ascillon Corporation to assist the Centers for Medicaid and State Operations (CMSO) in providing technical assistance to MFP Grantees. Dr. Hughes provided technical assistance regarding quality assurance, improvement strategies, interventions, and data collection strategies as mandated by the MPP statute.

Project Director, 2004 Real Choice Systems Change Mental Health Transformation Grantee Technical Assistance

Funder: CMS | Dates: 2005 - 2009

Contribution: HSRI partnered with Independent Living Research Utilization (ILRU) to provide technical assistance to the 2004 Real Choice grantees funded by CMS. Dr. Hughes provided ongoing technical assistance and training opportunities to 10 states awarded grants in the mental health area, including veterans and military families. They include designing intervention for supported employment and housing. Mr. Hughes also managed technical assistance efforts focused on the implementation of peer provided services, evidence-based practices, policy briefs to help with local implementation, and regional trainings on implementation, workforce and self-determination. He also prepared rapid turnaround response to request by CMS on various aspects of the technical assistance.

Senior Research Specialist, Mental Health Transformation State Incentive Grant (MHT-SIG) Evaluation

Funder: SAMHSA-CMHS | Dates: 2005 - 2011

Contribution: HSRI received a subcontract through MANILA Consulting to evaluate the overall effectiveness of the SAMSHA-funded MHT-SIG program. The objectives of the cross-site evaluation centered around determining the extent to which the mental health systems became recovery focused, how these transformations impacted mental health consumer recovery, how the transformations resulted in changes in client outcomes (measured using SAMHSA's NOMs), and to identify factors that

contributed to successful transformation of the systems and difficulties encountered along the way. Dr. Hughes was involved in designing the evaluation, data collection, and data reporting.

Selected Publications and Presentations

- Hughes, D. A Simulation Modeling Approach for Planning and Costing Jail Diversion Programs for Persons with Mental Illness. In F. Taxman & A. Pattavina (Eds.), *Simulation Strategies to Reduce Recidivism* (pp. 223-265). New York: Springer.
- Mark, T., Hughes, D. (2013). Behavioral Health Treatment Needs Assessment Toolkit for State (HHS Publication No. SMA13-4757). Rockville, MD: Substance Abuse and Mental Health Services Administration Hughes, D., Steadman, H., Case, B., Griffin, P., & Leff, H.S. A Simulation Modeling Approach for Planning and Costing Jail Diversion Programs for Persons With Mental Illness (2012). *Criminal Justice and Behavior*, 39(4), 434-446.
- Hughes D., Mulkern V., & Witham S. (2010). Medicaid Managed Care for Adolescent Substance Abuse Treatment Clients. In: McFarland, B.H., McCarty, D., & Kovas, A.E. (Eds.), *Medicaid and Treatment for People with Substance Abuse Problems*. Hauppauge NY: Nova Science Publishers, Inc.
- Leff, H.S., Hughes, D.R., Chow, C.M., Noyes, S., & Ostrow, L. "A Mental Health Allocation and Planning Simulation: A Mental Health Planner's Perspective." In *Handbook for Healthcare Delivery Systems*. Edited by Y. Yih. In press.
- Hughes, D.R. Forensic Diversion and Diversion Simulation Model: Chester County, PA. Human Services Research Institute, Cambridge, MA, 2004.
- Hughes, D.R. Evaluation Report for the Forensic Access to Community Services (FACS) Program: Boston, MA. Human Services Research Institute, Cambridge, MA, 2004.
- Leff, H.S., Hughes, D.R., & Chow, .C.A. CMHS Decision Support Simulation Pilot Cost-Efficiency Study. Human Services Research Institute, Cambridge, MA, 2007.
- Leff, H.S., Hughes, D., Fisher, W., & Warren, R. Consumer comparisons of hospital and community care resulting from Department of Mental Health facility consolidation: Results of a follow-up of Danvers State Hospital consumers transferred to Tewksbury State Hospital. *Proceedings of the Fourth Annual Conference on State Mental Health Agency Services Research* (pp. 22-23.). Alexandria: National Association of State Mental Health Program Directors Research Institute, 1993.
- Hughes, D. (editor) *Evaluating Models of Medicaid Managed Mental Health Care: Program Evaluations and Evaluation Materials from States*. The Evaluation Center@Human Services Research Institute, 1995.
- Hughes, D.R. and Leff, H.S. *Getting Started: Implementation of the Special Care Initiative*. Human Services Research Institute, Cambridge MA, 1995.
- Hughes, D.R. and Leff, H.S. *Enrollment Patterns in the Special Care Initiative*. Human Services Research Institute, Cambridge MA, 1995.
- Hughes, D.R. and Leff, H.S. *Analyzing the Validity and Reliability of Cost Data in the Special Care Initiative*. Human Services Research Institute, Cambridge MA, 1996.



Benjamin Cichocki, ScD, CRC, CPRP

Research Associate

Education

ScD

Boston University
Boston, MA
(Rehabilitation
Sciences/Psychiatric
Rehabilitation)

MS

Boston University
Boston, MA
(Rehabilitation
Counseling/Psychiatric
Rehabilitation)

BS

Boston University
Boston, MA
(Rehabilitation and Human
Services)

Professional Experience

Research Associate

(2014 – Present)

Senior Policy/Research Analyst

(2013 – 2014)

Policy Analyst

(2007 – 2013)

Research Assistant

(2006 – 2007)

Human Services Research
Institute
Cambridge, MA

Oversight Committee Member, CPS Program

(2014 – Present)

The Transformation
Center
Roxbury, MA

Profile

Dr. Cichocki has over 17 years of experience in behavioral health, with over 10 years of experience conducting systems and program evaluation and research. He has been involved in multiple national evaluations of mental health programs and systems, including multiple behavioral health systems needs assessment projects.

Selected Project Experience

Research Associate, *North Dakota Behavioral Health Needs Assessment*

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

Contribution: HSRI has been contracted to conduct an in-depth review of North Dakota's behavioral health system and to produce recommendations and strategies for implementing changes to address the needs of the community. Dr. Cichocki contributes to all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview and service utilization data.

Research Associate, *Comprehensive Behavioral Health System Analysis and Study for Pierce County*

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

Contribution: HSRI conducted a comprehensive analysis to identify and understand gaps in service access. The study identified the prevalence of behavioral health issues, extent of services available to address behavioral health-related needs, and provided recommendations for services, policies, and practices the county should pursue to address system gaps. Dr. Cichocki help develop interview guides.

Research Associate, *Milwaukee County Mental Health System Redesign*

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

Contribution: HSRI received a subcontract through the Public Policy Forum to assist Milwaukee County in addressing systemic issues with access to service delivery within the adult mental health system. Dr. Cichocki designed and oversaw the implementation of "Secret Shopper" campaign with randomly selected behavioral health providers serving Milwaukee County residents to assess availability of services, average time to appointment, and acceptance of Medicaid as a funding option. He trained and oversaw research assistants, compiled the dataset, and performed analyses.

Evaluation TA Team Co-Manager, *Project LAUNCH (Linking Actions for Unmet Needs of Children's Health)*

Funder: **SAMHSA-ACF** | Dates: **2013 - Present**

Contribution: HSRI received a subcontract through NORC at the University of Chicago to evaluate and provide technical assistance to 35 grantees implementing interventions to improve community health for children and families through the implementation of evidence-based practices and the integration of behavioral health and primary care. Dr. Cichocki played an integral role in the development of evaluation TA processes and protocols and the evaluability assessment tool. In addition to helping manage the Evaluation TA Team, he provides technical assistance to over 10 current grantees, including the Federated States of Micronesia, around the design of their local evaluations, data collection, and review and feedback of grantee strategic plans, evaluation plans, and evaluation reports.

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

Funder: SAMHSA-CMHS-CSAT | Dates: 2016 - Present

Contribution: HSRI received a subcontract through RTI International to evaluate two programs: The Cooperative Agreements to Benefit Homeless Individuals (CABHI) and the Programs for Assistance in Transition from Homelessness (PATH). HSRI has the lead for the multi-site evaluation of the PATH program, which is a task under the cross-site CABHI evaluation. Dr. Cichocki is responsible for a variety of tasks such as data collection, data analysis, providing technical assistance, reporting, and dissemination.

Research Associate, *Developing the Framework for a Large-Scale National Demonstration of Self-Direction in Behavioral Health*

Funder: Boston College | Dates: 2013 - Present

Contribution: HSRI received a subcontract through Boston College to continue the efforts of the Robert Wood Johnson Foundation-funded Environmental Scan of Self-Direction in Behavioral Health Services and Supports, this project involves further developing parameters for program design and plans for a large-scale demonstration and evaluation of self-direction in behavioral health. In addition to refining the demonstration and evaluation parameters, the project involved convening the National Self-Direction Practice Advisory Coalition, a group composed of peers and other practitioners with firsthand experience implementing self-directed behavioral health programs. The project is a joint effort of researchers from the National Center for Participant-Directed Services, University of Maryland, and DMA Health Strategies. Dr. Cichocki is presently conducting qualitative analysis, and co-presented early process findings via a NASMHPD webinar. He also co-authored the draft evaluation plan and data collection materials.

Co-Project Manager, *Mental Health Transformation State Incentive Grant (MHT-SIG) Evaluation*

Funder: SAMHSA-CMHS | Dates: 2005 - 2011

Contribution: HSRI received a subcontract through MANILA Consulting to evaluate the overall effectiveness of the SAMSHA-funded MHT-SIG program. The objectives of the cross-site evaluation centered around determining the extent to which the mental health systems became recovery focused, how these transformations impacted mental health consumer recovery, how the transformations resulted in changes in client outcomes (measured using SAMHSA's NOMs), and to identify factors that contributed to successful transformation of the systems and difficulties encountered along the way. Dr. Cichocki was involved in all facets of the evaluation. He co-authored the cross-site evaluation plan, final report, and other deliverables.

Research Assistant, *Evaluation Technical Assistance Center for Adult Mental Health System Change*

Funder: SAMHSA-CMHS | Dates: 2006 - 2008

Contribution: HSRI provided technical assistance related to the evaluation of adult mental health system change, specifically related to improving the planning, development, and operation of adult mental health services carried out as part of the Community Mental Health Services Block Grant program. HSRI assisted states and political subdivisions of states and other stakeholders to conduct evaluations, provided direct and indirect technical assistance activities, and developed and disseminated materials. Dr. Cichocki co-authored and edited products such as "Addendum to Measuring the Promise: A Compendium of Recovery Measures" and "Evidence Based Workforce Development Strategies for Evidence Based Practices in Mental Health."

Selected Publications and Presentations

- Croft, B., Wang, K., Cichocki, B., Weaver, A., Mahoney, K. J. (2017). The emergence of self-direction in behavioral health: An international learning exchange, *Psychiatric Services*, 68(1), 88-91. doi: 10.1176/appi.ps.201600014
- Leff, H.S., Cichocki, B., Chow, C., Salzer, M. S., & Wieman, D. (2016). A menu with prices: Annual per person costs of programs addressing community integration, *Evaluation and Program Planning*, 54, 112-120
- Cichocki, B. (2015). The alliance in psychiatric rehabilitation: Client characteristics associated with the initial alliance in a supported employment program. *Work: A Journal of Prevention, Assessment, & Rehabilitation*, doi: 10.3233/WOR-152107
- Chow, C. M., Croft, B. & Cichocki, B. (2015). Evaluating the potential cost-savings of job accommodations among individuals with psychiatric disability. *Journal of Vocational Rehabilitation*, 43(2), 67-74. doi: 10.3233/JVR-150755

- Chow, C. M. & **Cichocki, B.** (2015). Predictors of job accommodations for individuals with psychiatric disability. *Rehabilitation Counseling Bulletin*, doi: 10.1177/0034355215583057
- Chow, C. M., **Cichocki, B.**, & Croft, B. (2014). The impact of job accommodations on employment outcomes among individuals with psychiatric disability. *Psychiatric Services*, 65(9), 1126-1132.
- Leff, S., **Cichocki, B.**, Chow, C. M., & Lupton, C. (2014). Infrastructure change is not enough: Outside evaluation of the Mental Health Transformation State Incentive Grants. *Psychiatric Services*, 65(7), 947-950.
- Chow, C. M., Wieman, D., **Cichocki, B.**, Qvicklund, H., & Hiersteiner, D. (2013). Mission impossible: Treating serious mental illness and substance use co-occurring disorder with integrated treatment: A meta-analysis. *Mental Health and Substance Use*, 6(2), 150-168. doi:10.1080/17523281.2012.693130
- Chow, C. & **Cichocki, B.** (2009). The need for evidence-based training strategies. *Psychiatric Rehabilitation Journal*, 33(1), 62-65.
- Chow, C., **Cichocki, B.**, & Leff, H. S. (2009). The support for evidence-based training strategies. *Psychiatric Rehabilitation Journal*, 33(2), 156-159.
- Evaluation Center @HSRI (2007). *Addendum to measuring the promise: A compendium of recovery measures, (Vol. II)*. Cambridge, MA: Human Services Research Institute.
- Leff, H. S., Chow, C., Pepin, R., Ostrow, L., Conley, J., Jameson, M., & **Cichocki, B.** (2007). *A new hope: The evidence on housing for persons with severe mental illness and its implications*. Cambridge, MA: Human Services Research Institute.
- Leff, H. S., Leff, J., Chow, C., **Cichocki, B.**, Phillips, D., and Joseph, T. (2007). *Evidence based workforce development strategies for evidence based practices in mental health*. Cambridge, MA: Human Services Research Institute

Selected National Presentations

- Cichocki, B.**, Wieman, D. & Hughes, D. "Using Local Evaluations and Implementation Studies to Enhance Cross-Site Studies"- American Evaluation Association (AEA) 27th Annual Conference. Washington, DC, October 17, 2013. (Lead author of presentation, D. Hughes in-person presenter)
- Cichocki, B.**, Sullivan-Soydan, A. & Barrett, N. "Evidence Based Staff Training"- A seminar at United States Psychiatric Rehabilitation Association (USPRA) 33rd Annual Conference. Lombard, IL, June 16, 2008.
- Chow, C. & **Cichocki, B.** "Evidence Based Teaching" - Consortium of Psychiatric Rehabilitation Educators (CPRE) 2007 Symposium. Manchester, NH, November 3, 2007.



Nilufer Isvan, PhD

Senior Research Fellow / Team Lead Behavioral Health

Profile

Dr. Isvan has over 20 years of research and evaluation experience in the behavioral health field. Her areas of interest include substance abuse prevention interventions, complex care needs, social determinants of health, health disparities, community integration, and the integration of physical and mental health. Dr. Isvan has extensive experience applying her qualitative and quantitative methodological skills and program evaluation experience to performance measure development, study design, complex statistical analysis, and providing technical assistance in measure development, data collection, and program evaluation.

Selected Project Experience

Project Director, *Evaluation of New Hampshire's State Youth Treatment-Planning (SYT-P) Initiative*

Funder: **New Hampshire Department of Health and Human Services** | Dates: **2017 - Present**

Contribution: HSRI received a contract to evaluate New Hampshire's State Youth Treatment Planning Initiative funded by SAMHSA – CSAT and designed to support the expansion of integrated services and supports for youth with substance use and/or co-occurring substance use and mental health disorders (SUD/COD) throughout the state. The overall objective of the evaluation is to ensure the plan is comprehensive and is meeting the needs of the target population. Dr. Isvan is leading the effort to develop an evaluation plan, design instruments to collect data from the SYT-P Interagency Council members and other program stakeholders, collect and analyze data and develop an evaluation report summarizing the results of qualitative and quantitative assessments of the state's planning process.

Cross-Site Evaluation Co-Lead, *Program Evaluation for Prevention Contract (PEPC)*

Funder: **SAMHSA-CSAP** | Dates: **2013 - Present**

Contribution: HSRI received a subcontract through RTI to collaborate on the PEPC project that includes a national cross-site evaluation of CSAP's Minority AIDS Initiative (MAI). MAI awards grants to community-based organizations and minority-serving academic institutions to prevent substance abuse and the spread of HIV, viral hepatitis, and other STDs among high-risk minority communities. Dr. Isvan is responsible for overseeing the project team's data processing, analysis and reporting activities. She is also responsible for developing the cross-site evaluation and analysis plans, reviewing grantees' evaluation plans, conducting trainings for grantees and SAMHSA project officers, overseeing the team's responses to technical assistance requests from grantees, designing the annual reports, and developing conference presentations and scholarly publications based on evaluation findings. As part of this project, she led the effort to review and revise the MAI outcome measures and to redesign the participant-level data collection instruments and protocols.

Senior Analyst, *Evaluation of Programs Providing Services to Persons who are Homeless with Mental and/or Substance Use Disorders*

Funder: **SAMHSA-CMHS-CSAT** | Dates: **2011 - 2016**

Contribution: HSRI received a subcontract through RTI International to evaluate four programs: CABHI, the Grants for the Benefit of Homeless Individuals (GBHI), Services in

Education

PhD

University of Michigan
Ann Arbor, MI
(Sociology)

MS

Boğaziçi University
Istanbul, Turkey
(Computer Science and
Systems Analysis)

BS

University of London
London, UK
(Computer Science and
Statistics)

Professional Experience

Senior Research Fellow
Human Services
Research Institute
Cambridge, MA
(2006 – Present)

Visiting Faculty Member
Boston Architectural
College
Boston, MA
(2005)

Sr. Research Scientist
Survey Research Group
Channing Bete Company
South Deerfield, MA
(2003 - 2005)

Assistant Professor of
Sociology, State
University of New York,
Stony Brook, NY
(1992 – 2003)

Supportive Housing (SSH), and PATH. HSRI had the lead for the evaluation of the PATH program. Dr. Isvan serves as a Senior Analyst and leads the planning, analysis and interpretation of the data, and development of scholarly articles as agreed to with RTI.

Senior Analyst, *Demonstration and Evaluation of Self-Direction in Behavioral Health*

Funder: **Boston College** | Dates: **2016 - Present**

Contribution: HSRI received a subcontract from Boston College, who was awarded funding from the Robert Wood Johnson Foundation, to conduct an evaluation of a three-year, multi-state demonstration project on self-direction. HSRI's evaluation involves two main components: a formative process evaluation and a system-level outcome evaluation focusing on service utilization and cost. Nilufer is responsible for developing analysis plans and providing consultation on complex quantitative methods.

Senior Analyst, *Home and Community Based Services (HCBS) Technical Assistance*

Funder: **CMS** | Dates: **2015 - Present**

Contribution: HSRI received a subcontract from New Editions to assist them in providing technical assistance to over a half dozen states in response to individual TA requests as well as through the development and presentation of issue papers and webinars. Nilufer is responsible for drafting TA plans, cost estimates and working with states regarding Self-Direction and HCBS research.

Data Analysis Team Lead, *Data Analysis Coordination and Consolidation Center (DACCC)*

Funder: **SAMHSA – CSAP** | Dates: **2007 - 2012**

Contribution: CSAP funded the DACCC as a means to centralize and elevate its data collection and analysis efforts, producing data that would help it provide appropriate guidance to grantees and to the prevention field in general. Dr. Isvan led a team of 15 research analysts in consolidating data from multiple sources into reports that summarize the performance of CSAP programs and contracts. She also interacted with the client to obtain requirements for deliverables, conducted original research to inform the field, presented findings at national conferences, and offered trainings in data and evaluation methods to CSAP staff and grantees.

Selected Publications

Articles

Croft, B. & **Isvan, N.** (2015). Impact of the 2nd story peer respite program on use of inpatient and emergency services. *Psychiatric Services, 66*, 632 – 637.

Croft, B., **Isvan, N.**, Mahoney, K., & Parish, S. Behavioral Health Self-Direction's Impact on Employment, Housing, and Support Group Engagement. Manuscript under review.

Technical Reports

Co-Author: The Minority AIDS Initiative (MAI) Cross-Site Evaluation Report, FY 2015, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2016.

Co-Author: Accountability Report, Volume X: FY 2011, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2012.

Co-Author: National Outcome Measures: State-Level Trends, Volume VI: 2002-2010. Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2012.

Co-Author: Trends and Directions in Substance Abuse Prevention, Volume IX: 2002-2010, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2011.

Co-Author: HIV Cross-Site Evaluation Report, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2012.

Co-Author: STOP Act Annual Report, Volume III: FY 2011, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2012.

Presentations

Isvan, N., Lundquist, L., Gerber, R., Battis, K., Burnett, M., Brown, D.C. The Effects of Service Type and Dosage on HIV Risk Factors Among Participants of Minority AIDS Initiative Programs. Paper presented at the Annual Meeting of the Society for Prevention Research, Washington, D.C., June, 2017.

Isvan, N., Gerber, R., Battis, K., Burnett, M., Lundquist, L., Brown, D.C., Graham, P.W., and Youngman, L. HIV and Substance Abuse Prevention Needs of Transgender Individuals: An Analysis of Program Evaluation Data from SAMHSA's Minority AIDS Initiative. Poster presented at the American Public Health Association Annual Conference, Denver, CO, November, 2016.

Isvan, N., Brown, D.C., Gerber, R., Battis, K., Lundquist, L., Burnett, M., Graham, P.W., Blake, S., and Clarke, T. The Success Case Method: Integrating Qualitative and Quantitative Data to Evaluate Behavioral Health Interventions. Paper presented at the American Evaluation Association Annual Conference, Atlanta, GA, October, 2016.

Isvan, N., Lundquist, L., Burnett, M., Gerber, R., Brown, D.C., Youngman, L., and Pinnock, W. The Role of SAMHSA/CSAP's Minority AIDS Initiative (MAI) in Addressing Health Disparities. Paper presented at the Annual Conference of the Society for Prevention Research, San Francisco, CA, June, 2016.

Croft, B. and **Isvan, N.** Impact of the 2nd Story Peer Respite Program on Inpatient and Emergency Service Use. Poster presented at the American Public Health Association Annual Conference. Boston, MA, November, 2013.

Isvan, N. and Roddy, P. Characteristics of Successful Substance Abuse/HIV Prevention Interventions. Paper presented at the National Prevention Network Annual Research Conference. Pittsburgh, PA, September 2012.

Fallik, B. and **Isvan, N.** Recent National Trends in Substance Abuse Indicators and Implications for Prevention Policy. Paper presented at the National Prevention Network Research Conference, Atlanta, GA, September, 2011.

Isvan, N. and Smith LeBeau, L. Adolescent Risk and Protective Factors Predicting Young Adult Substance Use. Paper presented at the annual meeting of the American Psychological Association, San Diego, CA, August 2010.

Fallik, B. and **Isvan, N.** An Analysis Examining Longitudinal Data of Early Teenage Factors Associated with Substance Use Among Young Adults. Paper presented at the National Prevention Network Research Conference, Anaheim, California, September, 2009.

Rogers, K., **Isvan, N.** & Bailey, D. Predicting Participant Retention in Direct Service Prevention Programs: The Case of CSAP's Methamphetamine Prevention Grant Initiative. Paper presented at the Annual Meeting of the Society for Prevention Research, Washington, D.C., May, 2009.

Isvan, N. and Huntington, N. The Use Of Classification And Regression Tree Models In Prevention Research: An Exploratory Analysis Of Risk And Protective Factors Predicting Problem Alcohol Use. Paper presented at the Annual Meeting of the Society for Prevention Research, San Francisco, CA, May, 2008.



Bevin Croft
Research Associate

Education

Ph.D.
Brandeis University Heller
School of Social Policy and
Management
Waltham, MA
(Social Policy)

M.A.
Brandeis University Heller
School of Social Policy and
Management
Waltham, MA
(Social Policy)

M.P.P.
Brandeis University Heller
School of Social Policy and
Management
Waltham, MA
(Behavioral Health Policy)

B.A.
Brandeis University
Waltham, MA
(English and American
Literature and European
Culture Studies)

Professional Experience

Research Associate
(2014 – Present)

Policy Analyst
(2013 – 2014)

Research Assistant
(2009 – 2013)
Human Services Research
Institute
Cambridge, MA

**Quality Coordinator,
Human Rights**
(2007 - 2009)

Program Supervisor
(2005-2007)
Cascap, Inc.
Cambridge, MA

Profile

Bevin Croft has over ten years' experience with behavioral health services provision, management, quality improvement, workforce development, and research. Dr. Croft has been conducting research on self-direction since 2009, with a special focus on how to adapt the model to meet the needs of persons with behavioral health conditions.

Selected Project Experience

Project Manager, *North Dakota Behavioral Health Needs Assessment*

Funder: **ND Department of Human Services Behavioral Health Division** | Dates: **2017**
Contribution: HSRI has been contracted to conduct an in-depth review of North Dakota's behavioral health system and to produce recommendations and strategies for implementing changes to address the needs of the community. Dr. Croft is assisting the project director in carrying out all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview and service utilization data.

Project Director, *Comprehensive Behavioral Health System Analysis and Study for Pierce County*

Funder: **Pierce County Washington** | Dates: **2016**
Contribution: HSRI conducted a comprehensive analysis to identify and understand gaps in service access. The study identified the prevalence of behavioral health issues, extent of services available to address behavioral health-related needs, and provided recommendations for services, policies, and practices the county should pursue to address system gaps. Ms. Croft oversaw all aspects of the study, including recruiting key informants for interviews, conducting interviews, and analyzing interview data. Dr. Croft also oversaw data analysis of publicly available datasets for the study.

Project Director, *Developing the Framework for a Large-Scale National Demonstration of Self-Direction in Behavioral Health*

Funder: **Boston College** | Dates: **2013 - Present**
Contribution: HSRI received a subcontract through Boston College to continue the efforts of the Robert Wood Johnson Foundation-funded Environmental Scan of Self-Direction in Behavioral Health Services and Supports, this project involves further developing parameters for program design and plans for a large-scale demonstration and evaluation of self-direction in behavioral health. In addition to refining the demonstration and evaluation parameters, the project involved convening the National Self-Direction Practice Advisory Coalition, a group composed of peers and other practitioners with firsthand experience implementing self-directed behavioral health programs. The project is a joint effort of researchers from the National Center for Participant-Directed Services, University of Maryland, and DMA Health Strategies. Dr. Croft was responsible for overseeing and conducting key informant interviews and was the primary author of the projects key deliverable, parameters for a demonstration and evaluation of self-direction in behavioral health.

Policy Analyst, *Environmental Scan of Self-Direction in Behavioral Health Services and Supports*

Funder: **Robertwood Johnson Foundation** | Dates: **2011 – 2013**
Contribution: Self-direction is based on the premise that people with disabilities can and should make their own decisions about the supports and services they receive. This environmental

 www.hsri.org

 bcroft@hsri.org

 617-876-0426

scan was designed to 1) understand barriers and facilitators to self-direction in the mental health and substance use fields; 2) ascertain interest among stakeholders; 3) adapt the model and outcome measures to better fit the needs of behavioral health consumers; and 4) develop recommendations to inform next steps. The scan was a joint effort of researchers from the National Center for Participant-Directed Services, HSRI, and others. Dr. Croft was the primary author of the in-depth literature review, one of the key project deliverables. She also participated in conducting key informant interviews and focus groups, lead the data analysis, and was the primary author of the final report.

Evaluation Specialist, *Project LAUNCH (Linking Actions for Unmet Needs of Children's Health)*

Funder: **SAMHSA-ACF** | Dates: **2013 - Present**

Contribution: HSRI received a subcontract through NORC at the University of Chicago to evaluate and provide technical assistance to 35 grantees implementing interventions to improve community health for children and families through the implementation of evidence-based practices and the integration of behavioral health and primary care. Dr. Croft is currently involved in providing evaluation related technical assistance to grantees.

Policy Analyst, *Evaluation of the Santa Cruz Peer Respite*

Funder: **SAMHSA** | Dates: **2010 - 2015**

Contribution: The 2nd Story program is a peer-staffed crisis residential program that is an alternative to existing emergency psychiatric services. The program was funded by a five-year SAMHSA Mental Health Transformation Grant. The evaluation examined both process and outcome questions related to the program objectives, including issues related to the program's implementation. The goal of the peer respite is to provide recovery-oriented, trauma-informed peer support in a crisis respite using the Intentional Peer Support model. Bevin served as the local evaluator for this SAMHSA grantee.

Research Assistant, *Milwaukee County Mental Health System Redesign*

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

Contribution: HSRI received a subcontract through the Public Policy Forum to assist Milwaukee County in addressing systemic issues with access to service delivery within the adult mental health system. Dr. Croft assisted with analyzing service utilization and assessment data, and national best practices to develop and draft recommendations for system improvements.

Research Assistant, *Mental Health Transformation State Incentive Grant (MHT-SIG) Evaluation*

Funder: **SAMHSA-CMHS** | Dates: **2009 - 2011**

Contribution: HSRI received a subcontract through MANILA Consulting to evaluate the overall effectiveness of the SAMSHA-funded MHT-SIG program. The objectives of the cross-site evaluation centered around determining the extent to which the mental health systems became recovery focused, how these transformations impacted mental health consumer recovery, how the transformations resulted in changes in client outcomes (measured using SAMHSA's NOMs), and to identify factors that contributed to successful transformation of the systems and difficulties encountered along the way. Dr. Croft assisted with data analysis and report-writing for this project.

Honors and Awards

Provost's Dissertation Support Award (2014)

Heller Fund Dissertation Support Award (2013)

Wyatt Jones Fund Dissertation Fellowship (2013)

National Institutes on Alcohol Abuse and Alcoholism (NIAAA) Traineeship (2010 – 2013)

Brandeis University Heller School MPP Program Leadership Award (2010)

Brandeis University National Committee Scholar (2008 – 2010)

Washington Family Horatio Alger Scholarship of Excellence (2008 – 2010)

Brandeis University Walter H. and Lee Annenberg Scholar (1999 – 2003)

Brandeis University Justice Brandeis Scholar (1999 – 2003)

Horatio Alger National Scholar (1999 – 2003)

Selected Publications and Presentations

- Croft, B.** (2017). *Mental Health Self-Direction in the United States*. Plenary presentation at the International Institute for Disability Leadership Conference, March 3, 2017, Sydney, Australia.
- Croft, B.**, Ostrow, L., Italia, L., Bernard, A., Jacobs, Y. (2016). Peer interviewers in mental health services research. *The Journal of Mental Health Training, Education and Practice*, 11(4), 234-243.
- Croft, B.**, Wang, K., Cichocki, B., Weaver, A., Mahoney, K. (2016). The emergence of self-direction in behavioral health: An International Learning Exchange. *Psychiatric Services*. Available at: <http://ps.psychiatryonline.org/doi/10.1176/appi.ps.201600014>
- Croft, B.** Hughes, D., Wieman, D., Gerber, R., Burnett, M. (2016). *Pierce County Behavioral Health System Study*. Cambridge, MA: Human Services Research Institute.
- Croft, B.** (2016). *Behavioral Health Self-Direction: Lessons from the Florida Self-Directed Care Program*. Paper presented at the NIMH Conference on Mental Health Services Research, August 1, 2016, Bethesda, MD.
- Croft, B.**, Cichocki, B., and Mahoney, K. (2016). *Barriers and facilitators for self-directed care: Early process evaluation findings from the Demonstration and Evaluation of Self-Direction in Behavioral Health*. Webinar presentation for the National Association of State Mental Health Program Directors and the Substance Abuse and Mental Health Services Administration, February 17, 2016.
- Ostrow, L., & Croft, B. (2016) Results from the 2016 Peer Respite Essential Features Survey. Live & Learn, Inc. and Human Services Research Institute. Available at <http://www.peerrespite.net/pref-survey>.
- Croft, B., & Parish, S. (2016). Participants' Assessment of the Impact of Behavioral Health Self-Direction on Recovery. *Community Mental Health Journal*. doi: 10.1007/s10597-016-9999-0
- Chow, C.M., Croft, B., and Cichocki, B. (2015). Evaluating the potential cost-savings of job accommodations among individuals with psychiatric disabilities. *Journal of Vocational Rehabilitation*, 43(1), 67-74. Available at: <http://content.iospress.com/articles/journal-of-vocational-rehabilitation/jvr755>
- Croft, B., & Ísvan, N. (2015). Impact of the 2nd Story Peer Respite Program on Use of Inpatient and Emergency Services. *Psychiatric Services*, 66(6), 632-637. doi: doi:10.1176/appi.ps.201400266. Available at: <http://ps.psychiatryonline.org/doi/full/10.1176/appi.ps.201400266>
- Ostrow, L., & Croft, B. (2015). Peer Respite: A Research and Practice Agenda. *Psychiatric Services*, 66(6), 638-640. doi: doi:10.1176/appi.ps.201400422. Available at: <http://ps.psychiatryonline.org/doi/full/10.1176/appi.ps.201400422>
- Ostrow, L., & Croft, B. (2014). Basic Characteristics of Peer Respite: Live and Learn, Inc. and Human Services Research Institute. Available at: <http://www.hsri.org/publication/peer-respite-characteristics>
- Ostrow, L., & Croft, B. (2014). Toolkit for Evaluating Peer Respite: Live and Learn, Inc. and Human Services Research Institute. Available at: <http://www.hsri.org/publication/peer-respite-toolkit>
- Chow, C.M., Cichocki, B. and Croft, B. (2014). The impact of job accommodations on employment outcomes among individuals with psychiatric disabilities. *Psychiatric Services* 65(9), 1126–1132. Available at: <http://www.ncbi.nlm.nih.gov/pubmed/24882681>
- Croft, B., Simon-Rusinowitz, L., Loughlin, D., and Mahoney, K. Promoting self-determination through behavioral health self-direction: Recent developments and future directions. Paper presented at the American Public Health Association Conference, November 17, 2014, Boston, MA.

- Croft, B. (2014). Self-direction for persons with mental health and co-occurring alcohol and other drug use disorders: Lessons from the Florida Self-Directed Care program. Research roundtable presentation at the Mixed Methods International Research Association Conference, Chestnut Hill, MA.
- Croft, B., Simon-Rusinowitz, L., Loughlin, D., & Mahoney, K. (2013). An Environmental Scan of Self-Direction in Behavioral Health: Summary of Major Findings. Chestnut Hill, MA: Boston College National Resource Center for Participant-Directed Services.
- Croft, B., Isvan, N. Chow, C., and Peterson, D. (2013). Cost and service use implications of a peer-run respite program. Poster presented at the American Public Health Association Conference, Boston, MA.
- Croft, B. & Parish, S. L. (2013). Care Integration in the Patient Protection and Affordable Care Act: Implications for Behavioral Health. *Administration and Policy in Mental Health and Mental Health Services Research* 40(4), 258-263.
- Croft, B. (2012). Self-Directed Services and Supports in the Addictions Context. Poster presented at the Addiction Health Services Research Conference, New York, NY.
- Croft, B. (2012). Self-Direction in Behavioral Health: An Environmental Scan. Paper presented at the New York Association of Psychiatric Rehabilitation Services Conference, Kerhonksen, NY.
- Croft, B. & Maula, E. (2011). Self-Direction in Behavioral Health: An Environmental Scan and Perspectives from the CRIF SDC Pilot Program. Paper presented at the Alternatives Conference, Orlando, FL.
- Delman, J., Horgan, C. M., Merrick, E., Quinn, A., Croft, B., and Johnson, J. (2011). Health reform and behavioral health services in Massachusetts: Prospects for enhancing integration of care. Consumer Quality Initiatives, Inc. and the Brandeis University Heller School for Social Policy and Management.
- Hughes, D., Croft, B., Ostrow, L., & Henken, R. (2010). Transforming the Adult Mental Health Care Delivery System in Milwaukee County. Cambridge, MA: Human Services Research Institute.



Rachael Gerber, MPH

Research Associate

Profile

Ms. Gerber has over eight years of experience in behavioral health research and evaluation, including projects at the federal, state, and community levels. She has developed evaluation and data collection plans, designed data collection tools and validation for online instruments, managed, cleaned, and analyzed complex datasets, and provided technical assistance to grant recipients and government agency staff. She is experienced in quantitative and qualitative methods and has contributed to manuscripts, reports, policy briefs, presentations and guidance documents.

Selected Project Experience

Project Manager/Data Analyst, New Hampshire State Youth Treatment-Planning (SYT-P)

Funder: NH DHHS | Dates: 2017 – Present

Contribution: The NH Department of Health and Human Services contracted HSRI to evaluate its SAMHSA-funded State Youth Treatment-Planning (SYT-P) initiative, an effort to improve access to evidence-based screening, assessment, treatment, and recovery services and supports for adolescents and transition aged youth with substance use and/or co-occurring mental health and substance use disorder. As the Project Manager, Ms. Gerber is responsible for development and management of the project workplan, timeline, deliverables, and communications with designated DHHS staff. She contributes to designing the Evaluation Plan, interviews with State agency stakeholders, and collecting and analyzing data for performance evaluation of the planning initiative.

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

Funder: SAMHSA-CSAP | Dates: 2013 - Present

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

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

Funder: SAMHSA-ACL | Dates: 2015 – 2016

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

Education

MPH

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

BA

Boston University
Boston, MA
(History)

Professional Experience

Research Associate

Human Services
Research Institute
Cambridge, MA
(2013 – Present)

Sr. Research Associate

New England Research
Institutes, Inc.
Watertown, MA
(2012 - 2013)

Research Analyst

HSRI
Cambridge, MA
(2009-2012)

Research Assistant

Center for
Interdisciplinary
Research on AIDS
New Haven, CT
(2007 – 2009)

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

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

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

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

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

Contribution: HSRI conducted a comprehensive analysis to identify and understand gaps in service access in Pierce County, Washington. Rachael was responsible for identifying sources of behavioral health prevalence and service utilization data, developing and analyzing results of an online survey for case managers and service users on the adequacy of services to meet consumers' needs, and analyzing behavioral health claims data from Washington's Comprehensive Hospital Abstract Reporting Systems (CHARS).

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

Funder: **SAMHSA-CMHS-CSAT** | Dates: **2016 - Present**

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

Analyst, *Milwaukee County Mental Health System Redesign*

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

Contribution: HSRI received a subcontract through the Public Policy Forum to assist Milwaukee County in addressing systemic issues with access to service delivery within the adult mental health system. This included a comprehensive analysis of inpatient and outpatient behavioral health service capacity and utilization. Rachael was responsible data management and analysis of data from numerous sources, including county- and state-level Medicaid claims and hospital admissions data.

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

Funder: **SAMHSA – CSAP** | Dates: **2007 - 2012**

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

Selected Publications

Articles

Gerber R, Vita JA, Ganz P, Wager CG, Araujo AB, Rosen RC, Kupelian V. (2014) Microvascular endothelial function and lower urinary tract symptoms. Manuscript accepted for publication by *European Urology*.

Kershaw T, Gerber R, Divney A, Albritton T, Sipsma H, Magriples U, Gordon D. (2012) Bringing your baggage to bed: Associations of previous relationship experiences with sexual risk among young couples. *AIDS Behav*.

Technical Reports

Co-Author: HIV Cross-Site Evaluation Report. (2016). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention. Rockville, MD.

Co-Author: HIV Cross-Site Evaluation Report. (2015). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention. Rockville, MD.

Co-Author: National Outcome Measures: State-Level Trends, Volume V: 2002-2009. (2011). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention. Rockville, MD.

Co-Author: Accountability Report, Volume IX: FY 2010. (2011). Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention. Rockville, MD.

Presentations

Isvan NA, Gerber R, Battis K, Burnett M, Lundquist L, Brown DC, Graham PG, Youngman L (2016, November 2). HIV and Substance Abuse Prevention Needs of Transgender Individuals: An Analysis of Program Evaluation Data from SAMHSA's Minority AIDS Initiative. Presented at the 144th Annual Meeting & Expo of the American Public Health Association. Denver, CO.

Isvan, NA, Brown, DC, Gerber, R, Battis, K, Lundquist, L, Burnett, M, Graham, PW, Blake, S, Clarke, T (2016, October). The Success Case Method: Integrating Qualitative and Quantitative Data to Evaluate Behavioral Health Interventions. Presented at the 30th Annual Conference of the American Evaluation Association, Atlanta, GA.

Isvan, N. A., Lundquist, L., Burnett, M., Gerber, R., Brown, D. C., Youngman, L., Pinnock, W. (2016, June). The Role of SAMHSA/CSAP's Minority AIDS Initiative in Addressing Health Disparities. Presented at the 24th Annual Conference of the Society for Prevention Research, San Francisco, CA.

Gerber R, Vita JA, Ganz P, Wager CG, Araujo AB, Rosen RC, Kupelian V. (2013, June 20). Association of peripheral microvascular dysfunction and erectile dysfunction. Poster presented at the annual meeting of the Society for Epidemiologic Research. Boston, MA.

Gerber R, Howard K, McInerney K, Oliver NM, Auerbach K. (2011, November 2). Reentry populations: Examining group differences in knowledge, attitudes and behaviors. Presented orally at the Annual Meeting of the American Public Health Association. Washington, DC.



Kevin Martone, LSW

Technical Assistance Collaborative, Inc.

31 Saint James Avenue, Suite 950 | Boston, MA 02116 | 617-266-5657

2000-Present

Executive Director,
Technical Assistance Collaborative, Inc.

Kevin Martone, LSW, is the Executive Director at TAC, a national non-profit that advances proven solutions to the housing and community support needs of vulnerable low income people with significant and long-term disabilities. He has nearly 20 years of experience in behavioral health and human services at the federal, state and provider levels. As Deputy Commissioner over mental health and substance abuse in New Jersey, he managed a \$1.5 billion operating budget and advanced statewide systemic transformation of the public behavioral health system. Much of his work has focused on implementing *Olmstead*, advancing recovery, community integration and social inclusion particularly through the use of permanent supportive housing, care coordination and other evidence-based practices. Results include the significant downsizing of the state psychiatric hospital system and development of community services despite the recession. As President for the National Association of State Mental Health Program Directors, he advanced the key policy issues on behalf of the nation's public mental health systems before Congress and federal agencies, including CMS, HUD and SAMHSA.

Expertise

- Executive level leader in the national, state government and non-profit human services sectors with expertise in public mental health administration.
- Knowledge of complex system issues, including health care, social services/welfare, community development, public health, criminal justice and their intersection with the political environment.
- Expertise in the design and delivery of permanent, supportive housing services.
- Strong clinical background as foundation for diverse management skills.
- Facilitation of dialogues with diverse stakeholder groups, including service recipients, providers and government agencies.
- Expertise in public speaking and training on a range of issues related to behavioral health, including policy strategy, healthcare reform, treatment integration, and supportive housing.

Experience

- Led New Jersey's systemic transformation toward statewide model built upon wellness, recovery and public health.
- Designed, organized and implemented *Olmstead Plan* for New Jersey that reduced state hospital census by 350 patients in three years, while negotiating *Olmstead* litigation on behalf of State.
- Design and implementation of administrative merger of divisions of mental health and addictions, including service integration at the provider level.
- Interface with state Medicaid agency on development and modification of state plan and waiver services, including health homes.

- Manage US Department of Justice CRIPA investigation on behalf of Department. Experience coordinating key partners, including state Attorney General's office, Governor's Office, press, and stakeholders.
- Increased access to services for people with mental illness through \$80 million expansion of community system
- Facilitated the development of approximately 1,000 affordable, supportive housing units in less than five years for people with mental illness and addictions
- Instituted multiple reforms in the state psychiatric hospital system, including the delivery of evidence-based treatment, development of treatment malls, staff training on seclusion and restraint, and tobacco cessation, all designed to promote community integration.
- Development of HUD Section 811 and McKinney-Vento affordable housing projects.
- Provided technical assistance to providers regarding design and implementation of supportive housing programs.

2005-2011

Deputy Commissioner

New Jersey Department of Human Services

Mr. Martone had executive oversight of the statewide Division of Mental Health and Addiction Services, Deaf/Hard of Hearing, the Commission for the Blind and Visually Impaired and the DHS Office of Emergency Management. He managed a combined budget in excess of \$1.5 billion and was involved in decision-making with all departmental functions, including Medicaid and welfare. He advised the Governor, DHS Commissioner and legislature on establishing and executing statewide policy on behavioral health and all human service issues. Mr. Martone regularly worked with the Governor's Office, legislature and other state, federal and county government, and represented DHS in multiple forums, including with organized labor. From 2005-2009, he served as Assistant Commissioner for mental health services overseeing the fourth largest public mental health system in the United States that serves roughly 300,000 people annually.

2002-2004

Vice President

Supportive Housing Association of New Jersey

Mr. Martone advanced supportive housing policy in New Jersey at the State, county and local level. He provided statewide training and education for member organizations on supportive housing.

1999-2005

President & CEO

Advance Housing, Inc.

Mr. Martone served as the Chief Executive Officer of corporation that develops and operates supportive housing services for people with mental illness and addictions throughout New Jersey. He directed all clinical program design and implementation, and developed housing through federal, state, local and private lending resources. From 1997-1999, Mr. Martone served as the Clinical Specialist and directed all services and programming for consumers.

Education

1998

M.S.W, Rutgers University School of Social Work

1993

B.A., Kean College of New Jersey

JOHN P. O'BRIEN, M.A.
31 St. James Avenue
Boston, Massachusetts 02116
(954) 909-0253
jobrien@tacinc.org.

Expertise:

- Dedicated senior professional with 30 years of progressively responsible leadership and management experience in federal, state and local governments, national organizations, and the private sector.
- Proven track record to identify, synthesize and act upon complex policy and programmatic issues and to work effectively with senior executives including Administration officials, Governors' executive staff, State Commissioners, and Boards of Directors.
- Substantive policy and program expertise in mental health, substance abuse intellectual/developmental disability fields demonstrating policy and political acumen on a wide range of policy, program and financing issues including: Medicaid, State Health Insurance Exchanges, federal Block Grants, commercial insurance and other payers.
- Successful administrator of agencies, programs, and projects. Strong track record of problem-solving, implementing efficiency and cost-saving measures, and generating revenues. Highly committed to quality work products, strengthening partnerships, and team-building.

Employment:

Senior Consultant. Technical Assistance Collaborative, Boston, MA. (January 1995 - February 2010 and July 2016 through present).

- Provided consultation and technical assistance to Federal, State and county governments on a variety of program and financing issue issues including: Medicaid (state plans, 1915 c, 1915 b and 1115 Waivers) changes for States regarding mental health and substance abuse, development of State regulations and service reimbursement strategies.
- Participated on federal technical assistance efforts to assist states to comply with federal statutes and regulations regarding mental health parity that apply to Medicaid managed care organizations and the Children's Health Insurance Program.
- Assisting state Medicaid agencies and their managed care plans to inventory the availability of the continuum of substance use disorder providers set forth by national organizations (e.g. American Society for Addiction Medicine, Commission for the Accreditation of Rehabilitation Facilities).
- Provided consultation and technical assistance to over 60 State and provider organizations regarding strategies to implement, manage and finance mental health, substance abuse and intellectual/developmental disability services.
- Provided consultation and technical assistance to States to develop managed care strategies for mental health and substance abuse services offered to Medicaid enrollees and State employees.
- Developed written products for the Centers for Medicare and Medicaid Services (CMS) on specific strategies to support coverage of mental health services including peer supports.

- Participated on several CMS technical assistance teams regarding quality measures and 1915i design.
- Hired and supervised senior-level positions (senior consultants) and mid-level positions (writer/editor, meetings coordinator, and executive assistant). Implemented new employee evaluation process. Worked closely with the chief fiscal officer to develop and monitor annual program budgets.
- Generated project revenue from a variety of federal, state, local governments and private foundations.

Senior Policy Advisor for the Disabled and Elderly Health Programs Group, Center for Medicare and Medicaid Services, U.S. Department of Health and Human Services, Baltimore, MD. (March 2012 – July 2016)

- Advising Deputy Administrator on current mental health and substance abuse related issues and policies affecting Medicaid and Children’s Health Insurance Program (CHIP).
- Providing technical expertise on issues related to the implementation of the Mental Health Parity and Addiction Equity Act (MHPAEA) for Medicaid managed care plans, CHIP program and the Medicaid Alternative Plans.
- Developing guidance and disseminating information to states regarding opportunities and strategies to improve services to individuals with a mental health condition or substance abuse disorder.
- Leading the agencies efforts regarding the Innovation Accelerator Program for Substance Use Disorders and Primary and Mental Health Integration.
- Providing technical expertise in CMS efforts to develop policies and implementation strategies for the Medicaid benchmark plan under Section 1937 and the Affordable Care Act.

Senior Advisor to the Administrator on Health Financing, Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services, Rockville, MD. (March 2010 – March 2012)

- Effectively advised the Administrator on current mental health and substance abuse related issues and policies impacting the programs and priorities of SAMHSA. Effectively represented the Administrator to Centers and Offices within the agency and to external organizations to ensure her positions, concerns, and issues were appropriately represented.
- Acted as the SAMHSA lead on three key issues – implementation of the Affordable Care Act, Mental Health Parity and Addictions Equity Act (MHPAEA) and redesign of the agencies \$2.5 billion Block Grant programs. Represented the Administrator on an HHS Interagency Coordinating Committee to implement the Affordable Care Act. Responsible for co-leading a cross agency committee on coverage of mental health and substance abuse services included in the Essential Health Benefits. Designed the agencies effort to increase enrollment for individuals with behavioral health disorders in public and commercial insurance plans.
- Represented the Administrator on a three Department workgroup to implement and provide further guidance to States, commercial plans, employers and consumers regarding MHPAEA.

- Led the cross system effort to streamline and modernize the agencies \$2.5 billion program for States receiving federal funds for mental health and substance abuse services. This included a simplified application process for States and specifying specific service and finance approaches for purchasing services.
- Led intra-agency workgroups and promoted budget, policy, and programmatic initiatives on a variety of issues.

National Program Officer, Resources for Recovery, Robert Wood Johnson Foundation, Princeton, NJ. (March 2004- February 2008).

- Resources for Recovery was an \$11 million initiative to improve the financing and quality of addiction treatment through the use of evidence-based practices. As director, responsible for providing or coordinating technical assistance to 15 States regarding the use of the State Medicaid program for covering appropriate substance abuse service interventions.
- Organized national experts meetings, coordinated and edited work of consultant writers, and prepared status reports and final reports to the Foundation.

Manager, KMPG, LLC Chicago, IL (July 1991-December, 1994)

- Worked for this for-profit, national consulting and technical assistance firm on a variety of health and human service projects with a major focus on State Medicaid programs. Planned and delivered technical assistance in the forms of on-site consultations, national experts meetings, training sessions, and substantive technical papers.
- Worked with States to establish reimbursement methodologies (fee-for service and risk-based payments), developed advanced planning documents for Medicaid Management Information Systems, performed extensive analysis using health care claims database. Assisted States in their efforts to develop Medicaid State Plan Amendments and various waivers (1915b and 1115). Managed a staff of 15 consultants and support staff.

Policy Analyst, Eunice Kennedy Shriver Center, Waltham MA. (1988 – 1991)

- Lead policy analyst for this national organization for individuals with developmental disabilities.
- Conducted legal, program, and policy research and analysis on proposed legislation. Wrote speeches, annual reports, and other publications.

Staff Analyst, State of Massachusetts, Office of Administration and Financing, Boston, MA. (1987 – 1988)

- Budget analyst for State agency responsible for developing the Executive Budget. Primary focus was the Department of Mental Retardation and the Department of Mental Health.

Staff Planner, State of Illinois, Office of the Governor, Chicago, IL. (1984 – 1987)

- Staff to the Governor for policy and budget development regarding services for special populations including individuals with intellectual disabilities, mental retardation, aging and other populations with long term care needs.

Education:

- Masters of Arts, with concentration in Public Policy. University of Chicago, School of Social Service Administration, Chicago, IL, 1984. Graduated with honors.
- Bachelor of Science. Loyola University, Chicago, IL, 1980.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
David Hughes	President	190,000.08	8%	15,818.80
Benjamin Cichocki	Research Associate	77,292.96	22%	17,155.60
Nilufer Isvan	Senior Research Fellow	146,232.96	8%	12,254.00
Bevin Croft	Research Associate	79,140.00	17%	13,590.80
Rachael Gerber	Research Associate	78,719.04	16%	12,476.80