



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 23, 2018

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, Bureau of Mental Health Services, to amend an existing **sole source** contract with Antioch University dba Antioch University New England, Vendor #177687 B002, 40 Avon St, Keene, NH 03431 to continue to provide technical assistance in the development of a new 10-Year Plan for Mental Health Services by increasing the price limitation by \$8,027.63 from \$154,179.37 to an amount not to exceed \$162,207.00, and extending the completion date from November 30, 2018 to January 1, 2019, effective upon the date of approval by the Governor and Executive Council. 95% Federal Funds, 5% General Funds.

This agreement was originally approved by the Governor and Executive Council on September 27, 2017 (Item #17), and subsequently amended on June 5, 2018 (Item #20).

Funds are available in the following account for SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances through the Budget Office without further approval from Governor and Executive Council, if needed and justified.

**05-095-049-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMM-BASED CARE SVCS, HHS: COMM-BASED CARE SVC DIV, BALANCE INCENTIVE PROGRAM BIP**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	49053316	\$146,661.05	\$0	\$146,661.05
2019	102-500731	Contracts for Prog Svc	49053316	\$7,518.32	\$0	\$7,519.32
			<i>Subtotal</i>	<i>\$154,179.37</i>	<i>\$0</i>	<i>\$154,179.37</i>

**05-095-092-490510-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV. OF BEHAVIORAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	93304117	\$0	\$8,027.63	\$8,027.63
			<i>subtotal</i>	<i>\$0</i>	<i>\$8,027.63</i>	<i>\$8,027.63</i>
			<b>Grand Total</b>	<b>\$154,179.37</b>	<b>\$8,027.63</b>	<b>\$162,207.00</b>

### **EXPLANATION**

This request is **sole source** because the Contractor is currently assisting the Department to meet the requirement to develop a ten (10) year plan for mental health services as set by Chapter 112:2 (HB 400). The Contractor has experience in the mental health field on similar issues, and has the ability to facilitate development of the ten (10) year plan. This request, if approved, will allow the Contractor to devote additional hours to seek and incorporate stakeholder input into the development of the new ten (10) year plan.

Funds in this agreement will be used to complete the scope of work described below:

**1) Stakeholder engagement:**

The Department will establish a representative, high-level group of stakeholders to serve as an Advisory Team for the duration of the project. This group will provide input on high-level decisions. The Department will also convene workgroups to seek input on potential strategies after high priority areas have been identified through a needs assessment and to review and potential promising or innovative practices that have been implemented in other states. Stakeholders will also be engaged through focus groups to ensure that the voices of all sectors and regions of the state are heard.

**2) Needs assessment/gap analysis:**

The needs assessment/gap analysis will be aligned with the independent evaluation being conducted in accordance with the new law, which is examining the inpatient psychiatric bed capacity needs for behavioral health. The needs/gaps analysis also will take into account the System of Care law (RSA 135-F) that addresses the needs of children with behavioral health challenges. The Contractor will work with the Department to identify and prioritize targets for a federal technical assistance request to the Substance Abuse and Mental Health Services Administration. The needs assessment will include an in-depth review of behavioral health payment models to inform understanding of current and potential future financing strategies.

**3) Final reporting:**

The Contractor will synthesize the information acquired over the course of the project to develop the new ten (10) year plan through the needs assessment, the review of innovative evidence-based practices from other states and input from stakeholders and the Advisory Team. The final plan will focus on cutting edge models for a robust and comprehensive prevention, treatment, and recovery system for the delivery of behavioral health services. The plan will address programmatic needs to ensure timely access to services in the appropriate, least restrictive, and most integrated settings. The plan will also address resource needs, use, and inefficiencies; system redundancies and potential reallocations; integration across multi-service providers; and quality of service and delivery. Finally, the plan will include a detailed system-change process and implementation guidance, including implementation strategies and identifying phases or process steps that will allow for the practical and systemic implementation of the system over a 10-year period; including milestones and markers of progress.

The following performance measures are used to measure the effectiveness of the agreement:

- Effectiveness of the representative advisory group.
- Review of extant information and gap closure plan.
- Effectiveness of data collection and analysis.
- Effectiveness of promising/innovative practices identified.
- Number of workgroups convened based on needs/gap assessment

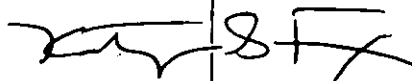
Should Governor and Executive Council not authorize this request, the Department may not have the resources needed to develop a robust strategic plan for the mental health system.

Area served: Statewide

Source of Funds: 95% Federal Funds from Centers for Medicare and Medicaid Services Balancing Incentive Program, Catalog of Federal Domestic Assistance (CFDA) #93.778, Federal Award Identification Number (FAIN) #05-1505NHBIPP, 5% General Funds.

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

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health and Human Services  
10-Year Plan Facilitation**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the 10-Year Plan Facilitation**

This 2<sup>nd</sup> Amendment to the 10-Year Plan Facilitation contract (hereinafter referred to as "Amendment #2") dated this 17th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Antioch University d/b/a Antioch University New England, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Avon Street, Keene, New Hampshire 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 27, 2017 (Item #17) and amended on June 5, 2018 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
January 1, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$162,207.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B-2 Budget Amendment #1 in its entirety and replace with:  
Exhibit B-2 Budget Amendment #2.
6. Delete Exhibit K, DHHS Information Security Requirements Version 4 40.04.2018 in its entirety and replace with: Exhibit K, DHHS Information Security Requirements Version 5 10/09/18.

**New Hampshire Department of Health and Human Services**  
**10-Year Plan Facilitation**



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

10/25/18  
Date

[Signature]  
Name: Krista S. Fox  
Title: Director

Antioch University d/b/a Antioch University New England

10-18-18  
Date

[Signature]  
Name: Shawn M. Fitzgerald  
Title: Provost & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 10/18/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

**CLARA P. FRECHETTE**  
Notary Public - New Hampshire  
My Commission Expires March 25, 2020  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/25/20

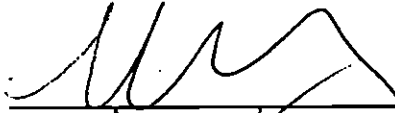
**New Hampshire Department of Health and Human Services**  
**10-Year Plan Facilitation**



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

**OFFICE OF THE ATTORNEY GENERAL**

10/29/18  
Date

  
Name: William A. Kelleher  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# Exhibit B-2 Budget Amendment #2

New Hampshire Department of Health and Human Services

Antioch University dba Antioch University New

Bidder/Contractor Name: England

SS-2018-DBH-03-TENYR (10-Year Plan

Budget Request for: Facilitation) Amendment #2

(Name of RFP)

Budget Period: SFY 2019 (7/1/2018 - 01/01/2019)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 10,575.05	\$ 4,970.27	\$ 15,545.32	47% MTDC per federally negotiated rate
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 10,575.05	\$ 4,970.27	\$ 15,545.32	

Indirect As A Percent of Direct

47.0%

Antioch University d/b/a  
Antioch University New England  
SS-DBH-03-TENYR

Contractor Initials:                     

Date:                     

10-15

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

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

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

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

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

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

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

  
Contractor Initials

Date 10-18-18



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

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**DHHS Information Security Requirements**



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

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

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

*[Handwritten Signature]*  
*10-18-18*

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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

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**DHHS Information Security Requirements**



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

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

**Exhibit K**

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

**V. LOSS REPORTING**

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov



# State of New Hampshire

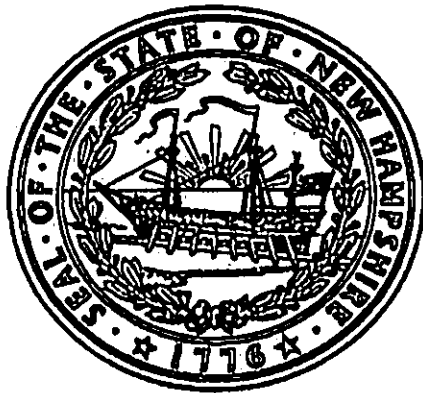
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANTIOCH UNIVERSITY is a Ohio Nonprofit Corporation registered to transact business in New Hampshire on November 04, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239

Certificate Number : 0004092920



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# ANTIOCH UNIVERSITY

## CERTIFICATE OF VOTE

I, William R. Groves, do hereby certify that:

1. I am a duly elected Officer of Antioch University;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Governors of the University duly held on October 28-29, 2016;

SEE ATTACHED RESOLUTION, which provides contract signatory authority for certain University officers and employees. While it is the Chancellor of Antioch University who is named in the resolution as having the authority to take action, this includes his authority to delegate certain relevant signatory privileges to the Campus Provosts.

3. The foregoing resolution has not been amended or revoked, and remains in full force and effect at least until October 25, 2018; and
4. Shawn Fitzgerald, PhD, is the duly authorized Provost of Antioch University New England.

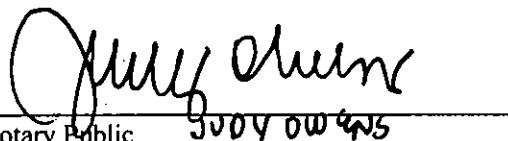


William R. Groves  
President of the Corporation

STATE OF Ohio

County of Greene

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2018 by William R. Groves, President of the Corporation.



Notary Public Judy Owens  
Commission Expires: 8/6/23



# ANTIOCH UNIVERSITY

Office of the Chancellor 1900 Dayton Street, Yellow Springs, OH 45387 | 937-769-1345

October 18, 2018

I, William R. Groves, do hereby certify as follows:

1. That I am the duly appointed, qualified, and current President of Antioch University, Greene County, Ohio;
2. That I am also the duly appointed, qualified and current Chancellor of Antioch University;
3. That as President of Antioch University, I am authorized to execute this certificate, and do hereby certify that Shawn Fitzgerald, PhD, is the duly appointed, qualified, and current Provost of Antioch University, and is authorized to take action on behalf of Antioch University (reference Resolution 10.29.16:8, attached), and that I have delegated such authority to him as Provost in my capacity as Chancellor.

Witness my hand this 18th day of October, 2018.



William R. Groves,  
President of the Corporation  
Antioch University

**RESOLUTION**

**10.29.16:8**

WHEREAS, Antioch University enters into numerous contracts of varying amounts for a wide range of services and goods; and

WHEREAS, due to the recent structural reorganization of the University, there is a need to update and describe

1. who has authority to enter into legally binding agreements on behalf of the University;
2. expenditure limits associated with that authority; and
3. the criteria for delegation of any signatory authority.

WHEREAS, the existing Expenditure, Contract and Signature Authority Policy, Policy 2.403 has been amended to accomplish these needs; and

WHEREAS, the Executive Committee of the Board of Governors reviewed a draft of Policy 2.403 at its meeting on September 30, 2016.

WHEREAS, the Board of Governors has set forth additional guidance in the document attached and incorporated herein entitled "Guidance for Contract Review by the Board of Governors" which describes how the Board will review contracts for which the Chair of the Board of Governors has signatory authority;

NOW THEREFORE, BE IT RESOLVED, that the Expenditure, Contract and Signature Authority Policy 2.403 is hereby adopted;

RESOLVED FURTHER, that the Board agrees to follow the Guidance for Contract Review by the Board of Governors; and

RESOLVED FURTHER, that the Chancellor of Antioch University is hereby authorized to take all necessary actions to carry out the above resolution.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2018

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

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

PRODUCER USI Insurance Services LLC 10100 Innovation Drive, Suite 220 Dayton, OH 45342 937 223-8891	CONTACT NAME: Pam Lunsford	FAX (A/C, No):
	PHONE (A/C, No, Ext): 937-913-1332	E-MAIL ADDRESS: Pam.Lunsford@usi.com
INSURED  Antioch University New England 40 Avon Street Keene, NH 03431	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Cas. Co. of America	NAIC # 25674
	INSURER B : General Star Indemnity Company	37362
	INSURER C : Travelers Property Cas. Co. of America	25674
	INSURER D : Evanston Insurance Company	35378
	INSURER E :	
INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y6301685P876TIL	10/31/2018	10/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		BA1685P876	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		IUG4083321	10/31/2018	10/31/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB7K771285	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional		SM922828	10/31/2018	10/31/2019	\$1,000,000 per OCC \$3,000,000 Agg

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

## Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of  
Health and Human Services  
129 Pleasant St.  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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# ANTIOCH UNIVERSITY

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NEW ENGLAND

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## **Mission**

*Antioch University provides learner-centered education to empower students with the knowledge and skills to lead meaningful lives and to advance social, economic, and environmental justice.*

## **Vision**

*Antioch University aspires to be a leading university offering learners and communities transformative education in a global context that fosters innovation and inspires social action.*

## **Purpose**

*Antioch University New England provides transformative education through scholarship, innovation, and community action for a just and sustainable society.*

## **Values**

*Antioch University New England is committed to innovative academic excellence, integrating practice with theory in a collaborative learning environment that is attentive to multiple learning styles.*

*Antioch University New England believes in ecological stewardship and social justice, cultivating local as well as global perspectives to educate students with diverse backgrounds and opinions to become leaders of change.*

*Antioch University New England values community engagement: using place-based practices to foster scholarship, activism, and service learning; creating organizational integrity through shared governance.*

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Antioch University New England is part of Antioch University, a national university with campuses in Keene, New Hampshire, Yellow Springs, Ohio, Seattle, Los Angeles, and Santa Barbara. Now in its 50<sup>th</sup> year, Antioch University New England provides transformative education through scholarship, innovation, and community action for a just and sustainable society.

# **Antioch University**

Financial Report  
June 30, 2017

## Contents

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Statements of Cash Flows	6
Notes to Financial Statements	7-24





RSM US LLP

## **Independent Auditor's Report**

Board of Governors  
Antioch University  
Yellow Springs, Ohio

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Antioch University (the University) which comprise the statements of financial position as of June 30, 2017 and 2016, the related statements of activities 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.

### **Auditor's 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 audit to obtain reasonable assurance about whether the financial statements are free from 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 entity'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 entity'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.

### Independent Auditor's Report (Continued)

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Antioch University as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*RSN US LLP*

Cleveland, Ohio  
November 30, 2017

**Antioch University****Statements of Financial Position  
June 30, 2017 and 2016**

	2017	2016
<b>Assets</b>		
Cash and cash equivalents	\$ 7,686,237	\$ 2,220,182
Accounts receivable:		
Students, net	1,212,814	1,183,976
Grants and other	1,274,043	593,656
Notes receivable	-	18,500,000
Prepaid expenses	1,732,876	1,855,967
Loans to students, net	5,167,916	5,164,733
Contributions receivable, net	1,336,763	1,358,885
Investments	25,062,900	23,055,336
Land, buildings, and equipment, net	22,417,233	17,511,535
<b>Total assets</b>	<b>\$ 65,890,782</b>	<b>\$ 71,444,270</b>
<b>Liabilities and Net Assets</b>		
Accounts payable	\$ 2,052,798	\$ 3,525,080
Accrued benefit liabilities	1,685,625	1,439,422
Other accrued liabilities	4,591,898	4,355,332
Deferred revenue	5,210,960	5,993,895
Notes and bonds payable	199,686	9,216,568
Non-purpose line of credit	8,810,000	-
Obligation under capital leases	67,717	109,904
Deposits held for others	289,160	255,342
Advances from government for student loans	4,867,803	4,919,799
<b>Total liabilities</b>	<b>27,775,647</b>	<b>29,815,342</b>
<b>Net Assets</b>		
Unrestricted	24,717,297	27,903,329
Temporarily restricted	8,650,123	9,011,273
Permanently restricted	4,747,715	4,714,326
<b>Total net assets</b>	<b>38,115,135</b>	<b>41,628,928</b>
<b>Total liabilities and net assets</b>	<b>\$ 65,890,782</b>	<b>\$ 71,444,270</b>

See notes to financial statements.

**Antioch University**

**Statement of Activities  
Year Ended June 30, 2017**

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>Revenues, gains and other support:</b>				
Tuition and fees	\$ 58,625,610	\$ -	\$ -	\$ 58,625,610
Less student aid	(1,917,605)	-	-	(1,917,605)
	56,708,005	-	-	56,708,005
Contributions	198,349	2,174,020	11,060	2,383,429
Contracts and other exchange transactions	3,974,425	-	-	3,974,425
Investment income	668,756	24,472	1,370	694,598
Net realized and unrealized gain on investments	341,702	900,998	-	1,242,700
Sales and service of auxiliary enterprises	195,476	-	-	195,476
Other income	931,111	1,866	-	932,977
<b>Total revenues and gains</b>	63,017,824	3,101,356	12,430	66,131,610
Net assets released from restrictions	3,441,547	(3,462,506)	20,959	-
<b>Total revenues, gains, and other support</b>	66,459,371	(361,150)	33,389	66,131,610
<b>Expenses:</b>				
<b>Educational and general:</b>				
Instruction	29,858,006	-	-	29,858,006
Research	268,943	-	-	268,943
Public service	2,174,599	-	-	2,174,599
Academic support	7,656,043	-	-	7,656,043
Student services	5,613,087	-	-	5,613,087
Institutional support	21,398,462	-	-	21,398,462
Scholarships and fellowships	2,631,055	-	-	2,631,055
<b>Total educational and general expenses</b>	69,600,195	-	-	69,600,195
Auxiliary enterprises	351,909	-	-	351,909
<b>Total expenses</b>	69,952,104	-	-	69,952,104
<b>Change in net assets before change in fair value of interest rate swaps and effect of postretirement changes other than net periodic postretirement cost</b>	(3,492,733)	(361,150)	33,389	(3,820,494)
Change in fair value of interest rate swaps	320,339	-	-	320,339
Postretirement changes other than net periodic postretirement cost	(13,638)	-	-	(13,638)
<b>Change in net assets</b>	(3,186,032)	(361,150)	33,389	(3,513,793)
Net assets - beginning	27,903,329	8,011,273	4,714,326	41,628,928
Net assets - ending	\$ 24,717,297	\$ 8,650,123	\$ 4,747,715	\$ 38,115,135

See notes to financial statements.

Antioch University

Statement of Activities  
Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues, gains (losses) and other support:				
Tuition and fees	\$ 59,325,440	\$ -	\$ -	\$ 59,325,440
Less student aid	(1,716,215)	-	-	(1,716,215)
	57,609,225	-	-	57,609,225
Contributions	632,159	964,995	194,045	1,781,199
Contracts and other exchange transactions	3,780,759	-	-	3,780,759
Investment income	662,783	31,897	948	695,428
Net realized and unrealized loss on investments	(335,806)	(182,311)	-	(518,117)
Sales and service of auxiliary enterprises	202,560	-	-	202,560
Gain on sale of land, buildings and equipment	21,544,914	-	-	21,544,914
Other income	1,108,501	-	-	1,108,501
Total revenues and gains (losses)	85,205,095	814,381	194,993	86,214,469
Net assets released from restrictions	1,394,282	(1,394,282)	-	-
Total revenues, gains (losses), and other support	86,599,377	(579,901)	194,993	86,214,469
Expenses:				
Educational and general:				
Instruction	29,109,079	-	-	29,109,079
Research	159,244	-	-	159,244
Public service	1,945,595	-	-	1,945,595
Academic support	7,335,679	-	-	7,335,679
Student services	5,867,033	-	-	5,867,033
Institutional support	27,006,087	-	-	27,006,087
Scholarships and fellowships	2,557,816	-	-	2,557,816
Total educational and general expenses	73,980,533	-	-	73,980,533
Auxiliary enterprises	387,159	-	-	387,159
Total expenses	74,367,692	-	-	74,367,692
Change in net assets before change in fair value of interest rate swaps and effect of postretirement changes other than net periodic postretirement cost	12,231,685	(579,901)	194,993	11,846,777
Change in fair value of interest rate swaps	98,091	-	-	98,091
Postretirement changes other than net periodic postretirement cost	(28,961)	-	-	(28,961)
Change in net assets	12,300,815	(579,901)	194,993	11,915,907
Net assets - beginning	15,602,514	9,591,174	4,519,333	29,713,021
Net assets - ending	\$ 27,903,329	\$ 9,011,273	\$ 4,714,326	\$ 41,628,928

See notes to financial statements.

**Antioch University**

**Statements of Cash Flows  
Years Ended June 30, 2017 and 2016**

	2017	2016
<b>Cash flows from operating activities:</b>		
Change in net assets	\$ (3,513,793)	\$ 11,915,907
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	1,921,169	1,769,430
Gain on sale of land, buildings and equipment	-	(21,544,914)
Net realized and unrealized (gain) loss on investments	(1,242,700)	518,117
Change in fair value of interest rate swaps	(320,339)	(98,091)
Contributions restricted for permanent investment	(11,060)	(194,045)
Changes in operating assets and liabilities:		
Accounts receivable, net	(709,225)	(44,666)
Prepaid expenses	(83,886)	(105,714)
Contributions receivable, net	22,122	202,093
Accounts payable, accrued benefit liabilities and other accrued liabilities	(214,823)	2,534,308
Deferred revenue	(782,935)	(184,247)
Deposits held for others	33,818	(527)
<b>Net cash used in operating activities</b>	<b>(4,901,652)</b>	<b>(5,232,349)</b>
<b>Cash flows from investing activities:</b>		
Proceeds from sales and maturities of investments	70,845,109	18,400,682
Purchases of investments	(71,609,973)	(14,034,063)
Purchases of land, building, and equipment	(6,587,241)	(714,862)
Principal payments received on notes receivable	18,500,000	-
Proceeds from sales of land, building, and equipment	-	8,126,206
Disbursements of loans to students	(730,069)	(832,412)
Repayments of loans from students	726,886	1,066,144
<b>Net cash provided by investing activities</b>	<b>11,144,712</b>	<b>12,011,695</b>
<b>Cash flows from financing activities:</b>		
Contributions restricted for permanent investment	11,060	194,045
Repayments of principal of indebtedness	(9,016,882)	(7,529,623)
Payment to terminate interest rate swaps	(487,000)	-
Principal payments on capital lease obligations	(42,187)	(53,889)
Proceeds from borrowings on non-purpose line of credit	8,810,000	-
Net payments of government student loans	(51,996)	(40,596)
<b>Net cash used in financing activities</b>	<b>(777,005)</b>	<b>(7,430,063)</b>
<b>Net change in cash and cash equivalents</b>	<b>5,466,055</b>	<b>(650,717)</b>
<b>Cash and cash equivalents:</b>		
Beginning	2,220,182	2,870,899
Ending	\$ 7,686,237	\$ 2,220,182
<b>Supplemental disclosures of cash flow activities:</b>		
Cash paid for interest	\$ 271,605	\$ 355,411
<b>Supplemental schedule of noncash investing and financing activities:</b>		
Note receivable issued for sale of land, building, and equipment	\$ -	\$ 18,500,000
Equipment purchased under capital leases	\$ 32,649	\$ 163,793

See notes to financial statements.

## Antioch University

### Notes to Financial Statements

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#### **Note 1. Nature of Activities and Significant Accounting Policies**

**Nature of activities:** Antioch University (the University) provides student-centered education to empower students with the knowledge and skills to lead meaningful lives and to advance social, economic, and environmental justice. Students engage in innovative, experiential learning through face-to-face programs offered on five campuses along with online and low-residency programs offered nationwide. As scholar-practitioners, graduates are focusing their attentions on research and practice that makes a difference, that fosters innovation and creativity, that builds inclusion and collaboration that expands opportunity and access, ultimately to make the world a better place.

Approximately 4,100 students currently study online or in low-residency programs through the AU Graduate School for Leadership and Change and Antioch University Online and at the five campuses: Antioch University New England in Keene, New Hampshire; Antioch University Seattle; Antioch University Los Angeles; Antioch University Santa Barbara; and Antioch University Midwest. The University's Chancellor and administrative offices are housed on the campus of Antioch University Midwest in Yellow Springs, Ohio. The Chancellor's Office provides University-wide planning, fiscal review and accountability for all operations and advice to the Board of Governors on University-wide policies.

**Basis of accounting:** The financial statements of the University have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

**Basis of presentation:** The financial statement presentation follows the requirements of the Financial Accounting Standards Board (FASB). The University is required to report information regarding its financial position, and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted.

**Unrestricted:** Net assets that are not subject to donor-imposed stipulations.

**Temporarily restricted:** Net assets subject to donor-imposed stipulations that may or will be met either by actions of the University and/or the passage of time.

**Permanently restricted:** Net assets subject to donor-imposed stipulations that will be maintained permanently by the University. Generally, the donors of these assets permit the University to use all or part of the income earned on related investments for general or specific purposes.

The expiration of a donor-imposed restriction on a contribution or on endowment income is recognized in the period in which the restriction expires and, at that time, the related resources are reclassified to unrestricted net assets. A restriction expires when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

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

## Antioch University

### Notes to Financial Statements

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#### **Note 1. Nature of Activities and Significant Accounting Policies (Continued)**

**Fair value of financial instruments:** The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

- **Cash and cash equivalents, accounts receivable, notes receivable, grants receivable, other accrued liabilities, and deferred revenue:** The carrying amounts approximate fair value because of the short maturity of these financial instruments.
- **Investments:** The fair value of investments is based upon quoted market values.
- **Notes and bonds payable:** The carrying value of the University's notes and bonds payable approximates fair value as these financial instruments have variable rates that reflect currently available terms and conditions for similar debt.
- **Interest rate swaps:** Current market pricing models were used to estimate the fair value of the interest rate swap agreement.

**Cash and cash equivalents:** The University considers temporary investments purchased with an initial maturity of three months or less to be cash equivalents for the statements of financial position and for purposes of preparing the statements of cash flows. In addition, the University maintains cash which may exceed federally insured amounts. The University continually monitors its balances to minimize the risk of loss.

**Accounts receivable:** Accounts receivable are stated at the amount the University expects to collect from outstanding balances. Management estimates an allowance for doubtful accounts based upon management's review of delinquent accounts and an assessment of the University's historical evidence of collections. Specific accounts are charged to the reserve when management determines that the account is deemed uncollectible. Management has reviewed the detail of accounts receivable and has determined an allowance is necessary at June 30, 2017 and 2016. (See Note 2)

**Investments:** Investments are recorded at fair value based upon market values or dealer quotes, with changes in market value being recognized as gains and losses during the period in which they occur. Net appreciation on endowment funds is reported as temporarily restricted net assets, unless such net appreciation has been permanently restricted by the donor or by law. Net depreciation on endowment funds below the historical dollar gift of a permanently restricted fund are recorded as a reduction in unrestricted net assets.

**Land, buildings, and equipment:** Land, buildings, and equipment are recorded at cost at the date of acquisition or fair value at date of donation in the case of gifts. Depreciation is provided on the straight-line basis over the estimated useful lives of the applicable assets, which range from 3 to 20 years. Depreciation expense was \$1,714,192 and \$1,534,919 for the years ended June 30, 2017 and 2016, respectively.

**Bond issuance costs:** The University capitalized bond discounts and certain issuance costs associated with the issuance of the New Hampshire Health and Education Facilities Authority Adjustable Rate Demand Refunding Revenue Bonds, the Washington State Housing Finance Commission Variable Rate Demand Nonprofit Revenue Bonds, and the 2006 State of Ohio Higher Education Facility Variable Rate Revenue Bonds. The costs are being amortized over the maturities of the bonds. Amortization expense was \$206,977 and \$234,511 for the years ended June 30, 2017 and 2016, respectively. The unamortized balance amounts to \$0 and \$206,977 at June 30, 2017 and 2016, respectively, and is included in prepaid expenses in the statements of financial position. Accumulated amortization on bond issuance costs was \$0 and \$166,398 at June 30, 2017 and 2016, respectively. (See Note 7).



**Note 1. Nature of Activities and Significant Accounting Policies (Continued)**

**Interest rate swap agreements:** Interest rate swap agreements are recognized as either assets or liabilities at their estimated fair value in the statements of financial position with the changes in the fair value reported in current-period change in net assets. These instruments are included on the statements of financial position in other accrued liabilities and the change in the fair value is recorded on the statements of activities as change in fair value of interest rate swaps. The University's interest rate swap agreements are used to manage exposure to interest rate movement by effectively changing the variable rate of the University's bonds payable to a fixed rate.

**Valuation of long-lived assets:** Long-lived assets and certain identifiable intangible assets are required to be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds the estimated fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value, less costs to sell. During 2017 and 2016, the University reviewed their assets for potential impairment, and no impairment losses were identified.

**Deferred revenue:** Deferred revenue represents cash received from students for the following fiscal year but not yet earned. Grant proceeds which have been received but not yet spent according to the grantors terms are also reported as deferred revenue.

**Advances from government for student loans:** Funds provided by the United States government under the Federal Perkins Loan program are loaned to qualified students and may be reloaned after collections. These funds are ultimately refundable to the government and, therefore, recorded as a liability in the accompanying financial statements.

The Federal Perkins Loan Program expired September 30, 2017 and the University may not disburse Perkins loans to any student on or after October 1, 2017, except for subsequent disbursements of loans first disbursed between June 30, 2017 and September 30, 2017. The University will be liquidating its Federal Perkins Revolving Loan Fund at the direction of the Department of Education. The liquidation will likely involve the University assigning all eligible outstanding loans to the Department of Education and the remittance of federal share of remaining Perkins cash assets to the Department of Education.

**Revenue recognition:**

**Tuition and fees:** The University records the income from tuition and fees at the beginning of the quarter when classes begin. Tuition for summer quarter is recorded as a percentage of the quarter revenue based upon the number of weeks in each fiscal year. The remainder of tuition received is recorded as deferred revenue until classes have occurred.

**Contracts and other exchange transactions:** The University records contract income and exchange transactions in the period earned.

**Auxiliary enterprises:** Auxiliary enterprise revenue is recognized when earned based upon a service date.

**Note 1. Nature of Activities and Significant Accounting Policies (Continued)**

**Contributions:** Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the date of gift. Contributions to be received after one year are discounted at a rate commensurate with the risk involved. Amortization of the discount is recorded as additional contribution revenue and used in accordance with donor-imposed restrictions, if any, on the contributions. An allowance is made for uncollectible contributions based upon management's judgment and analysis of the creditworthiness of the donors, past collection experience and other relevant factors.

**In-kind contributions:** In-kind contributions are recorded as revenue and expense in the statements of activities at the time those contributions and services are received.

During 2011, the University entered into a 10-year operating lease for a facility for which the University received a rental rate that was below the fair value for the facility. The University also entered into an interest free loan for improvements to the facility. Management estimated the fair value of the rental rate for the facility by obtaining comparable rental rates for other properties in the area. The difference between the fair value rental rate of the facility and the amount the University is obligated to pay under the agreement has been recorded as an in-kind contribution. Additionally, an in-kind contribution has been recorded for the imputed interest on the loan. At June 30, 2017 and 2016, the present value of the future in-kind rent over the lease and the imputed interest on the loan was recorded as a contribution receivable amounting to \$636,379 and \$801,782, respectively.

**Advertising:** Advertising costs are expensed as incurred and exclude fundraising costs. Amounts charged to expense were \$1,391,778 and \$1,992,233 for the years ended June 30, 2017 and 2016, respectively.

**Federal income taxes:** The University is a qualifying organization under Section 501(c)(3) of the Internal Revenue Code (IRC) and is, therefore, exempt from income taxes under IRC Section 501(a) on its normal operations. However, the University is taxed on other unrelated income, if any. The University is subject to federal income tax on rental income.

The University follows FASB guidance on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the University may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. Examples of tax positions include the tax-exempt status of the University and various positions related to the potential sources of unrelated business taxable income (UBIT). The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement. The guidance on accounting for uncertainty in income taxes also addresses de-recognition, classification, interest and penalties on income taxes, and accounting in interim periods. At June 30, 2017 and 2016, there were no unrecognized tax benefits identified or recorded as liabilities.

The University files forms 990 and 990-T in the U.S. federal jurisdiction and the required states. With few exceptions, the University is no longer subject to examination by the Internal Revenue Service for years before 2014.

**Note 1. Nature of Activities and Significant Accounting Policies (Continued)**

**Recent accounting pronouncements:** In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606), requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018. The University has not yet selected a transition method and is currently evaluating the effect that the standard will have on the financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e. lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The standard is effective on January 1, 2020, with early adoption permitted. The University is in the process of evaluating the impact of this new guidance.

In August 2016, the FASB issued ASU 2016-14, Not-for-Profit Entities, (Topic 958) Presentation of Financial Statements of Not-for-Profit Entities. The objective of this statement is to improve the current net asset classification requirements and information presented in financial statements and notes about an entity's liquidity, financial performance and cash flows. The statement is effective for fiscal years beginning after December 15, 2017. The University has not yet determined the impact this statement will have on its financial statements.

**Reclassifications:** Certain reclassifications have been made to the prior year amounts to conform to the current year financial statement presentations.

**Subsequent events:** The University has evaluated subsequent events for potential recognition and/or disclosure through November 30, 2017 the date the financial statements were available to be issued.

**Antioch University**

**Notes to Financial Statements**

**Note 2. Receivables, Net**

Receivables consist of the following at June 30:

	2017				
	Gross Amount	Allowance	Net	Current Portion	Long-Term Portion
Students	\$ 1,864,934	\$ 652,120	\$ 1,212,814	\$ 1,212,814	\$ -
Grants and other	1,274,043	-	1,274,043	1,274,043	-
Student loans	7,128,251	1,960,335	5,167,916	-	5,167,916
	<u>\$ 10,267,228</u>	<u>\$ 2,612,455</u>	<u>\$ 7,654,773</u>	<u>\$ 2,486,857</u>	<u>\$ 5,167,916</u>

	2016				
	Gross Amount	Allowance	Net	Current Portion	Long-Term Portion
Students	\$ 1,662,805	\$ 478,829	\$ 1,183,976	\$ 1,183,976	\$ -
Grants and other	593,656	-	593,656	593,656	-
Student loans	7,125,068	1,960,335	5,164,733	-	5,164,733
	<u>\$ 9,381,529</u>	<u>\$ 2,439,164</u>	<u>\$ 6,942,365</u>	<u>\$ 1,777,632</u>	<u>\$ 5,164,733</u>

**Note 3. Contributions Receivable, Net**

Contributions receivable consist of the following at June 30:

	2017	2016
Unconditional promises expected to be collected in:		
Less than one year	\$ 641,937	\$ 380,672
One to five years	669,574	951,165
More than five years	31,968	33,877
	<u>1,343,479</u>	<u>1,365,714</u>
Allowance for uncollectible contributions	<u>(6,716)</u>	<u>(6,829)</u>
<b>Net contributions receivable</b>	<u><b>\$ 1,336,763</b></u>	<u><b>\$ 1,358,885</b></u>

The amounts are recorded after discounting to the present value of the future cash flows at a rate of 1.62% as of June 30, 2017 and 1.01% as of 2016, for pledge receivables beyond one year.

**Antloch University****Notes to Financial Statements**

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**Note 4. Investments**

Investments of the University at June 30, are comprised of the following:

	2017	
	Fair Value	Cost
Cash and money market funds	\$ 9,637,479	\$ 9,637,479
Equity securities	9,331,779	7,360,475
Fixed income securities	3,059,836	3,085,121
Treasury bonds	3,033,806	3,035,065
	<u>\$ 25,062,900</u>	<u>\$ 23,118,140</u>

	2016	
	Fair Value	Cost
Cash and money market funds	\$ 455,053	\$ 455,053
Equity securities	13,922,769	11,320,050
Fixed income securities	4,425,079	4,319,919
Treasury bonds	4,252,435	4,346,321
	<u>\$ 23,055,336</u>	<u>\$ 20,441,343</u>

The University invests in a professionally managed portfolio that consists of equity mutual funds, fixed income mutual funds, money market mutual funds and United States Treasury bills. Such investments are exposed to various risks such as interest rate, market and credit. Due to the level of risk associated with such investments and the level of uncertainty related to changes in the value of such investments, it is at least reasonably possible that changes in risks in the near term would materially affect investment balances and the amounts reported in the financial statements.

**Note 5. Fair Value Measurements**

The University follows the FASB guidance regarding fair value measurements. The guidance applies to all financial instruments that are being measured and reported at fair value and establishes a three level hierarchy for disclosure to show the extent and the level of judgment used to estimate fair value measurements. The three categories are defined as follows:

Level 1 — Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 — Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 — Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

# Antioch University

## Notes to Financial Statements

### Note 5. Fair Value Measurements (Continued)

For the fiscal years ended June 30, 2017 and 2016, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

**Investments:** The fair values of investments, are based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, due to the limited market activity of the instrument, fair value is based upon externally developed models that use unobservable inputs.

**Interest rate swaps:** The fair value of the University's interest rate swaps was provided by valuation experts. Certain derivatives with limited market activity are valued using externally developed models that consider unobservable market parameters.

The following table sets forth by level within the fair value hierarchy the University's financial assets and liabilities that were accounted for at a fair value on a recurring basis as of June 30, 2017 and 2016. The financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The University's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and their placement within the fair value hierarchy levels.

		2017			
		Total	Level 1	Level 2	Level 3
Financial assets:					
Investments:					
Treasury bonds	\$ 3,033,806	\$ 3,033,806	\$ -	\$ -	
Equity securities:					
Mutual funds - equity	9,331,779	9,331,779	-	-	
Mutual funds - fixed income	3,059,836	3,059,836	-	-	
	15,425,421	15,425,421	-	-	
Money market funds and cash	9,637,479				
<b>Total investments</b>	<b>25,062,900</b>				
<b>Total assets</b>	<b>\$ 25,062,900</b>	<b>\$ 15,425,421</b>	<b>\$ -</b>	<b>\$ -</b>	
		2016			
		Total	Level 1	Level 2	Level 3
Financial assets:					
Investments:					
Treasury bonds	\$ 4,252,435	\$ 4,252,435	\$ -	\$ -	
Equity securities:					
Mutual funds - equity	13,922,769	13,922,769	-	-	
Mutual funds - fixed income	4,425,079	4,425,079	-	-	
	22,600,283	22,600,283	-	-	
Money market funds and cash	455,053				
<b>Total investments</b>	<b>23,055,336</b>				
<b>Total assets</b>	<b>\$ 23,055,336</b>	<b>\$ 22,600,283</b>	<b>\$ -</b>	<b>\$ -</b>	
Financial liabilities:					
Interest rate swaps	\$ 807,339	\$ -	\$ 807,339	\$ -	
<b>Total liabilities</b>	<b>\$ 807,339</b>	<b>\$ -</b>	<b>\$ 807,339</b>	<b>\$ -</b>	

# Antioch University

## Notes to Financial Statements

### Note 6. Land, Building, and Equipment, Net

The following is a summary of land, building, and equipment as of June 30:

	2017	2016
Building	\$ 15,000,057	\$ 15,000,057
Building improvements	18,948,928	12,604,662
Equipment	3,746,732	2,809,121
Furniture and fixtures	1,742,979	1,732,152
Land and land improvements	315,760	315,760
Library books	773,583	773,583
Art	70,948	70,948
Vehicles	22,086	22,086
Construction in progress	-	672,814
	<u>40,621,073</u>	<u>34,001,183</u>
Less accumulated depreciation	<u>(18,203,840)</u>	<u>(16,489,648)</u>
<b>Net book value</b>	<b><u>\$ 22,417,233</u></b>	<b><u>\$ 17,511,535</u></b>

### Note 7. Notes and Bonds Payable, Non-purpose Line of Credit and Interest Rate Swaps

**Notes and bonds payable:** The New Hampshire bonds were secured by a letter of credit (LOC) with a bank, which expired on February 16, 2016. On February 1, 2016 the University redeemed the New Hampshire bonds for the redemption price of \$2,360,000. Bond issue costs of \$68,549 were expensed in fiscal 2016 as a result of this transaction.

The Seattle bonds were secured by a LOC which expired on October 31, 2015. On September 30, 2015 the University redeemed the Seattle bonds for the redemption price of \$4,245,000. Bond issue costs of \$137,892 were expensed in fiscal 2016 as a result of this transaction.

The Ohio bonds were secured by a LOC with an expiration date of February 16, 2017. The University obtained a non-purpose line of credit from a bank on January 24, 2017 and redeemed the Ohio bonds on February 1, 2017 for a redemption price of \$8,810,000. Bond issue costs of \$196,872 were expensed in fiscal 2017 as a result of this transaction.

Notes and bonds payable consist of the following at June 30:

	2017	2016
2006 State of Ohio Higher Education Facility Variable Rate Revenue Bonds (Ohio Bonds), secured by gross receipts, annual installments of principal beginning February 2007 through February 2029, plus interest at a variable rate. Interest rate at June 30, 2016 was 0.41%.	\$ -	\$ 8,810,000
Unsecured \$650,153 loan bearing interest at 4.4% from a financial institution; due in quarterly principal and interest installments of \$44,482 through 2017.	68,817	239,177
Unsecured \$350,000 loan bearing interest at 0% from a foundation; due in monthly principal installments of \$3,044 through 2021.	130,869	167,391
	<u>\$ 199,686</u>	<u>\$ 9,216,568</u>

## Antioch University

### Notes to Financial Statements

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#### **Note 7. Notes and Bonds Payable, Non-purpose Line of Credit and Interest Rate Swaps (Continued)**

Maturities of the notes and bonds for the years succeeding June 30, 2017 are:

2018	\$	105,345
2019		36,528
2020		36,528
2021		21,285
	\$	<u>199,686</u>

Interest expense for the notes and bonds payable amounted to \$405,393 and \$561,513 in 2017 and 2016, respectively.

**Non-purpose line of credit:** In January 2017, the University entered into a line of credit agreement with a new lender. The line of credit agreement provides for borrowings up to \$10,000,000, limited to a borrowing availability based on a defined percentage of securities, investments or assets held in brokerage that serve as collateral. At June 30, 2017, the amount outstanding on the line of credit was \$8,810,000. The line of credit is collateralized by approximately \$9,300,000 of U.S. Treasury Bills that are included in investments on the accompanying statements of financial position at June 30, 2017. Borrowings on the line of credit bear interest at one month LIBOR plus a margin of 1.25% through January 2019. Effective January 2019, the margin will increase to 1.50%. Interest is payable monthly with the principal balance due on demand. Interest expense for the line of credit was \$80,046 for the year ended June 30, 2017.

**Interest rate swaps:** As a part of a strategy to manage the University's debt position over time and decrease variable rate risk, the University entered into two interest rate swap agreements during 2010 to exchange the difference between the variable-rate interest rate indexed to the Securities Industry and Financial Markets Association (SIFMA) rate (0.41% at June 30, 2016) and a fixed interest rate (2.99% and 2.91%, respectively). The swaps were calculated on a notional value of \$8,810,000 and \$2,360,000, respectively. The original notional value was \$12,000,000 and \$3,530,000, respectively. The difference between the fixed interest rate and the variable interest rate was settled on a monthly basis. The agreements were scheduled to terminate on December 1, 2019. The University was exposed to credit loss in the event of nonperformance by the counter party, however, the University did not anticipate nonperformance by the counter party. The change in fair value of the interest rate swaps were reflected in the statements of activities. The fair value of the interest rate swaps at June 30, 2016 was a liability of \$807,339, and was included in other accrued liabilities in the accompanying statements of financial position. On January 25, 2017, the interest rate swaps were terminated for \$487,000.

#### **Note 8. Capital Leases**

The University has entered into leases to lease equipment under capital leases expiring at various dates through June 2019. The assets and liabilities under capital leases are recorded at the lesser of the present value of the lease payments or the fair value of the equipment. The assets are being amortized over three to four years. Amortization of the assets under capital leases was \$38,687 and \$43,777 respectively for the years ended June 30, 2017 and 2016. Accumulated amortization of assets under capital leases was \$82,464 and \$43,777 as of June 30, 2017 and 2016 respectively. The interest rate on the capitalized leases is 4.0%.



## Antioch University

### Notes to Financial Statements

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#### Note 8. Capital Leases (Continued)

The following table is a schedule of the future minimum payments required under the leases, together with their present value as of June 30, 2017:

	Amount
2018	\$ 60,639
2019	10,260
Total minimum lease payments	70,899
Less: amount representing interest	(3,182)
Present value of minimum lease payments	<u>\$ 67,717</u>

#### Note 9. Retirement Plans

The University has two defined contribution retirement plans for eligible faculty and non-faculty personnel managed by Teachers Insurance and Annuity Association (TIAA). Contributions to these plans by the University were \$2,057,471 and \$3,360,832 in 2017 and 2016, respectively. Participants may also contribute at their option to TIAA through individual retirement annuity contracts.

The University also maintains separate, self-administered, noncontributory pension plans for certain individuals, who were faculty employees at June 30, 1970 or non-faculty personnel at June 30, 1973. Substantially all benefits previously earned under these plans are paid directly by the University and amounted to approximately \$9,046 and \$28,091 in 2017 and 2016, respectively. The unfunded, actuarially determined liability utilizing an average interest assumption of 6.0 percent for benefits earned under these plans was approximately \$22,699 and \$28,434 at June 30, 2017 and 2016, respectively, and is included in accrued benefit liabilities in the accompanying statements of financial position. The net periodic pension benefit cost included in the statements of activities amounted to \$5,735 and \$4,297 in 2017 and 2016, respectively.

#### Note 10. Other Postretirement Benefit Plans

In addition to the University's defined contribution retirement plan, the University has two defined benefit postretirement plans covering most salaried employees. One plan provides health care and prescription drug benefits, and the second provides life insurance benefits. The postretirement health care and prescription drug plan is contributory; with retiree contributions adjusted annually, and contain other cost-sharing features such as deductibles and coinsurance. The accounting for health care and prescription drug plan anticipates future cost-sharing changes to the written plan that are consistent with the University's expressed intent to increase the retiree contribution rate annually for the expected general inflation rate for that year. The University's policy is to pay the cost of retirees' postretirement health care and drug benefit claims as incurred and to pay the premiums to the life insurance plan for participants on an annual basis. Therefore, the plan is unfunded.

In March 2013, the University amended the health care and prescription drug coverage for retirees over the age of 65. In lieu of a \$30 monthly benefit, the University through the support of a third-party, is assisting the retiree in finding a Medicare sponsored health care and prescription drug plan most beneficial to their personal situation. Eligible retirees under 65 may choose to stay on the University's medical plan, with the retiree paying the full cost with no defined benefit provided.

**Antioch University****Notes to Financial Statements**

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**Note 10. Other Postretirement Benefit Plans (Continued)**

In accordance with FASB guidance, a summary of the changes in the benefit obligation and the resulting funded status of the University's postretirement benefit plans are as follows:

The accumulated postretirement benefit obligation (APBO) was as follows at June 30:

	2017	2016
Retirees	\$ 204,368	\$ 204,156
Fully eligible active plan participants	342,289	356,736
Other active plan participants	364,486	417,559
	<u>\$ 911,143</u>	<u>\$ 978,451</u>

The following table sets forth the plan's change in benefit obligation for the year ended June 30:

	2017	2016
Benefit obligation at beginning of year	\$ 978,451	\$ 1,048,498
Service cost	60,860	53,749
Interest cost	33,740	43,285
Estimated benefits paid	(29,170)	(47,227)
Actuarial gain	(132,738)	(119,854)
Benefit obligation at end of year	<u>\$ 911,143</u>	<u>\$ 978,451</u>

The following table sets forth the plan's funded status at June 30:

	2017	2016
Benefit obligation, end of year	\$ (911,143)	\$ (978,451)
Fair value of assets, end of year	-	-
Unfunded status, end of year	<u>\$ (911,143)</u>	<u>\$ (978,451)</u>

The statements of financial position recognizes a liability of \$911,143 and \$978,451 for the years ended June 30, 2017 and 2016 respectively, and is included accrued benefit liabilities on the statements of financial position.

Postretirement expense recognized in the statements of activities consists of the following components for the year ended June 30:

	2017	2016
Service cost of benefits earned	\$ 60,860	\$ 53,749
Interest cost on liability	33,740	43,285
Recognition of net gain	(132,738)	(148,815)
Net periodic postretirement benefit income	<u>\$ (38,138)</u>	<u>\$ (51,781)</u>

**Antioch University****Notes to Financial Statements****Note 10. Other Postretirement Benefit Plans (Continued)**

Items not yet recognized as a component of net periodic postretirement expense as of June 30:

	2017	2016
Unrecognized net gain	<u>\$ 1,401,590</u>	<u>\$ 1,415,228</u>

The weighted-average discount rate used in determining the APBO was 3.75% at June 30, 2017 and 4.25% at June 30, 2016. The weighted-average annual assumed rate of increase in the per capita cost of covered benefits (i.e., health care-cost trend rate) is 9.0% for 2017 and 2016 and is assumed to decrease ½ percent per year to 5.0% until 2026 and remain at that level thereafter.

A one percentage point change in assumed health care cost trend rates would have had the following effects in fiscal year 2017:

	1% Increase	1% Decrease
Total of service and interest cost	\$ 8,766	\$ (7,560)
Postretirement benefit obligation	\$ 48,734	\$ (43,066)

Estimated future benefit payments reflecting anticipated service, as appropriate, are expected to be paid as follows:

2018	\$ 27,346
2019	35,175
2020	46,245
2021	52,758
2022	53,039
2023-2027	338,341

**Note 11. Operating Lease Commitments**

Certain of the University's education centers lease their facilities. The University generally pays real estate taxes, insurance and specified maintenance costs. The University also has operating agreements to lease computer equipment and software. These leases are non-cancelable operating agreements for varying periods through 2031, with renewal options for additional periods in some cases. Future minimum lease payments under these non-cancelable leases are as follows:

2018	\$ 4,707,502
2019	4,741,003
2020	4,695,729
2021	4,484,172
2022	3,755,637
Thereafter	22,100,806
	<u>\$ 44,484,849</u>

Rental expense for the years ended June 30, 2017 and 2016 was \$5,046,231 and \$4,420,316, respectively.

**Note 12. Endowment Funds**

The University's endowment consists of approximately 30 individual donor restricted endowment funds established for a variety of purposes. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence of donor-imposed restrictions.

**Interpretation of relevant law:** Ohio's version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) became effective June 1, 2009. The University has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the University classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Beginning June 1, 2009, the portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the University in a manner consistent with the standard prudence prescribed by UPMIFA.

In accordance with UPMIFA, the University will consider the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and appreciation of investments
- (6) Other resources of the University
- (7) The investment policies of the University

**Funds with deficiencies:** From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the University to retain as a fund of perpetual duration. As of June 30, 2017 and 2016, there were no funds with deficiencies.

**Return objectives and risk parameters:** The University has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the University must hold in perpetuity. Under this policy, as approved by the Board of Governors, the endowment assets are invested in a manner that is intended to grow in excess of the spending rate in a conservative manner. The University expects its endowment funds, over time, to provide a target return of approximately 7.5% annually. Actual returns in any given year may vary from this amount.

**Strategies employed for achieving objectives:** To satisfy its long-term rate-of-return objectives, the University relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The University targets a diversified, periodically rebalanced, asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

**Antioch University**

**Notes to Financial Statements**

**Note 12. Endowment Funds (Continued)**

**Spending policy and how the investment objectives relate to spending policy:** The University has a policy of appropriating for distribution each year 3.5% of the moving twelve quarter average value of the endowment, for those funds whose market value is 90% or greater than historic dollar value, as determined at the end of each quarter, and will be incorporated in the following quarter's distribution as income available to programs. For funds which have a market value greater than 80%, but less than 90% of historic dollar value only 1.5% will be appropriated. For funds whose market value is less than 80% of historic dollar value, no funds shall be appropriated. In establishing this policy the University considered the long-term expected return on its endowment. Accordingly, over the long term, the University expects the current spending policy to allow its endowment to grow at an average of 3% annually. This is consistent with the University's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

Endowment net asset composition by type of fund as of June 30:

	2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor restricted endowment	\$ -	\$ 4,602,027	\$ 4,316,578	\$ 8,918,605
Board designated endowment	510,407	-	-	510,407
<b>Total</b>	<b>\$ 510,407</b>	<b>\$ 4,602,027</b>	<b>\$ 4,316,578</b>	<b>\$ 9,429,012</b>

	2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor restricted endowment	\$ -	\$ 4,033,607	\$ 4,305,518	\$ 8,339,125
Board designated endowment	474,127	-	-	474,127
<b>Total</b>	<b>\$ 474,127</b>	<b>\$ 4,033,607</b>	<b>\$ 4,305,518</b>	<b>\$ 8,813,252</b>

Changes in endowment net assets for the year ended June 30:

	2017			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2017	\$ 474,127	\$ 4,033,607	\$ 4,305,518	\$ 8,813,252
Investment return:				
Net investment income	12,365	17,888	-	30,253
Net appreciation	39,901	864,509	-	904,410
<b>Total investment return</b>	<b>52,266</b>	<b>882,397</b>	<b>-</b>	<b>934,663</b>
Gifts	-	-	11,060	11,060
Amounts allocated for spending	(15,986)	(313,977)	-	(329,963)
<b>Balance at June 30, 2017</b>	<b>\$ 510,407</b>	<b>\$ 4,602,027</b>	<b>\$ 4,316,578</b>	<b>\$ 9,429,012</b>

**Antioch University**

**Notes to Financial Statements**

**Note 12. Endowment Funds (Continued)**

	2016			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balance at June 30, 2015	\$ 489,029	\$ 4,506,065	\$ 4,111,473	\$ 9,106,567
Investment return				
Net investment income	11,790	23,485	-	35,274
Net depreciation	(11,233)	(191,970)	-	(203,202)
Total investment return (loss)	557	(168,485)	-	(167,928)
Gifts	-	-	194,045	194,045
Amounts allocated for spending	(15,459)	(303,974)	-	(319,433)
Balance at June 30, 2016	\$ 474,127	\$ 4,033,607	\$ 4,305,518	\$ 8,813,252

**Note 13. Nature and Amount of Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30:

	2017	2016
Instruction	\$ 16,564	\$ 12,114
Research	26,399	16,646
Public Service	210,111	221,080
Academic Support	2,058,848	1,065,919
Student Services	1,527	387
Institutional Support	4,617,165	5,999,528
Scholarships	1,719,509	1,695,599
Total	\$ 8,650,123	\$ 9,011,273

**Note 14. Nature and Amount of Permanently Restricted Net Assets**

Permanently restricted net assets are restricted to the following purposes at June 30:

	2017	2016
Academic Support	\$ 133,027	\$ 129,711
Institutional Support	2,905,367	2,903,818
Scholarships	1,299,668	1,272,514
Loans	409,653	408,283
Total	\$ 4,747,715	\$ 4,714,326

**Antioch University****Notes to Financial Statements****Note 15. Net Assets Released From Restrictions**

**Temporarily restricted:** Net assets were released from donor-imposed restrictions by incurring expenditures satisfying the restricted purpose or by occurrence of other events specified by the donors for the years ended June 30 as follows:

	2017	2016
Purpose restricted contributions for:		
Instruction	\$ -	\$ 5,009
Research	8,798	-
Public service	242,982	357,485
Academic support	469,841	356,030
Student services	2,574	6,786
Institutional support	2,169,906	171,823
Scholarships	547,446	397,149
Construction	-	100,000
<b>Total net assets released from restriction</b>	<b>\$ 3,441,547</b>	<b>\$ 1,394,282</b>

As a result of additional information the University also reclassified \$20,959 to permanently restricted net assets.

**Note 16. Functional Expenses**

The functional classification of expenses is as follows:

	2017	2016
Educational and program services	\$ 53,445,538	\$ 52,638,961
Management and general	14,832,191	19,658,597
Fundraising	1,674,375	2,070,134
<b>Total functional expenses</b>	<b>\$ 69,952,104</b>	<b>\$ 74,367,692</b>

**Note 17. Natural Expense Classification**

The natural classification of expenses is as follows:

	2017	2016
Salaries and wages	\$ 35,155,982	\$ 36,157,313
Benefits	9,003,361	11,240,543
<b>Total compensation</b>	<b>44,159,343</b>	<b>47,397,856</b>
Travel and entertainment	1,597,349	2,184,881
Student aid services	1,600,432	1,507,027
Plant	6,749,992	6,087,500
Depreciation	1,714,192	1,534,919
Banking and interest	899,511	1,243,328
Supplies and services	13,231,285	14,412,181
<b>Total expenses</b>	<b>\$ 69,952,104</b>	<b>\$ 74,367,692</b>

## Antioch University

### Notes to Financial Statements

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#### Note 18. Commitment and Contingencies

The University is subject to claims and lawsuits in the ordinary course of its business. In the opinion of management, the University has adequate legal defenses and/or adequate insurance coverage for such matters. If not insured, management believes that such matters will not, in the aggregate, have a materially adverse impact on the University's financial position, results of future operations and cash flow.

On September 26, 2016, the University received a Final Program Review Determination (FPRD) from the U.S. Department of Education (Department) as a result of a program review conducted in March 2015. The FPRD contained findings regarding the University's failure to comply with the requirements of the Higher Education Act, particularly, the Clery Act and the Drug Free Schools and Colleges Act (DFSCA). The FPRD is being referred to the Department's Administrative Actions and Appeals Service Group (AAASG) for its consideration of possible adverse action. A reasonable estimate of the liability for fines could fall in a range between \$0 and \$315,000, with no amount within that range a better estimate than any other amount; accordingly, \$0 has been accrued as of June 30, 2017 and June 30, 2016. Management believes it is unlikely that there will be a fine. The decision from the AAASG, which is expected to occur within one year, could result in a loss of up to \$315,000. However, there is also an appeals process for any AAASG fine, and the University will carefully review its options for appeal should the need arise.

#### Note 19. Sale of Building and AEA Program

**Seattle Building Sale:** In September 2015, the University sold the Seattle building for \$26,500,000. The building proceeds included \$8,000,000 in cash and \$18,500,000 in a promissory note receivable. The buyer paid off the promissory note in August 2016. A portion of the proceeds from the sale were used to retire the Seattle bond for \$4,245,000 on September 30, 2015. There was approximately \$1,000,000 in closing costs paid related to the sale. As of September 30, 2015, the total building and building improvement asset value disposed of was approximately \$4,955,000. The University maintained use of the building through December 2016. In connection with the sale, the University also entered into non-cancelable operating lease agreement for new building space for a period of 180 months, beginning December 1, 2016. The lease requires a base rent of approximately \$99,000 per month for the first year, which shall escalate at a rate of 2.75% annually thereafter. In connection with the new lease the University constructed certain leasehold improvements for approximately \$6,200,000, which was completed during fiscal 2017.

**Antioch Education Abroad Program Sale:** On January 21, 2016, the University entered into an asset purchase agreement to transfer ownership of certain international study abroad instructional programs referred to as Antioch Education Abroad (AEA) for \$75,000. The sale included certain intangible assets, such as course syllabi and course materials. Revenue and expenses recorded in the accompanying statements of activities for AEA are as follows for the year ended June 30, 2016:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues, gains and other support	\$ 1,237,737	\$ -	\$ -	\$ 1,237,737
Total expenses	1,051,752	-	-	1,051,752
Change in net assets	\$ 185,985	\$ -	\$ -	\$ 185,985



# ANTIOCH UNIVERSITY

## BOARD OF GOVERNORS

**(Effective Through June 30, 2018)**

The AU Board of Governors meets regularly three times each year.

### **Officer Members:**

Charlotte M. Roberts, Ph.D., *Chair*

*Member since 2010*

Founder and Executive Consultant, Blue Fire Partners, Inc.  
Sherrills Ford, NC

Paul Muttu, JD, *Vice Chair*

*Member since 2014*

Sr Vice President and Deputy General Counsel  
Starbucks Coffee Company  
Seattle WA

William R. Groves, JD (*Ex-Officio*)

Interim Chancellor

Antioch University

### **Members:**

Bruce Bedford, Ph.D (Hon)

*Member since 2011*

Retired, Former Chair, CEO of Paddington Resources  
St. Michaels, MD

Marva Cosby

*Member since 2017*

Cosby Consulting Group, LLC  
Dayton, OH

Steve Crandall

*Member since 2016*

ProMotion Arts, LLC  
Seattle, WA

Katrin Dambrot

*Member since 2014*

Principal, Dambrot & Company  
Mendham, NJ

Lance Dublin  
*Member since 2013*  
CEO & Chief Solutions Architect, Dublin Consulting  
San Francisco, CA

Enrique Figueroa, Ph.D  
*Member since 2011*  
Director, Roberto Hernandez Center  
Associate Professor, College of Continuing Education  
University of Wisconsin  
Madison, WI

Carole Isom-Barnes, Ph.D  
*Member since 2013*  
President and Owner, Xperience Leadership, LLC  
Huntersville, NC

Lillian Pierson Lovelace, Ph.D (Hon), *Governor Emerita*  
Community Volunteer  
Santa Barbara, CA

Elsa Luna, MBA  
*Member since 2012*  
CFO, Southern California Public Radio  
Los Angeles, CA

Holiday Hart McKiernan, JD  
*Member since 2013*  
General Counsel and Chief of Staff, Lumina Foundation  
Indianapolis, IN

James J. Morley, Jr., M.S.  
*Member since 2009*  
Director, Washington Advisory Group/LECG  
Annapolis, MD

Bill Plater, Ph.D  
*Member since 2015*  
Higher Education Consultant  
Indiana University Public Policy Institute, IUPUI  
Indianapolis, IN

Lawrence D. Stone, Ph.D  
*Member since 2015 (previously served 2002-14)*  
Chief Scientist, Metron, Inc.  
Reston, VA

Martha Summerville, Ph.D  
*Member since 2014*  
President of Summerville Consulting, LLC  
Executive Consultant, Facilitator  
New Haven, CT

## CURRICULUM VITAE

**JAMES M. FAUTH, PH.D.**

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### EDUCATION

<b>Western Carolina University</b> Cullowhee, NC 28723 M.A., August 1996 Clinical Psychology	<b>Pennsylvania State University</b> University Park, PA 16802 Ph.D., August 2000 Counseling Psychology	<b>Hartwick College</b> Oneonta, NY 13820 B.A., May 1993 Psychology
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### ACADEMIC EXPERIENCE

- 7/02 – present     **Core Faculty, Clinical Psychology**  
Antioch University New England  
Department of Clinical Psychology
- Perform teaching, research, and service duties within APA-accredited PsyD program in Clinical Psychology.
  - Supervise practica students within the department's Psychological Services Center (PSC)
  - Serve as academic advisor/dissertation chair for approximately 15-18 students per year
  - Direct the department's Qualifying Examinations and Program Evaluation
- 7/02 – present     **Director, Center for Behavioral Health Innovation** (formerly, the Center for Research on Psychological Practice)  
Antioch University New England  
Department of Clinical Psychology
- Conduct program development, evaluation, and improvement in community-based settings
  - Train and supervise staff (4) and students (6-12 per year)
  - Over \$3M in externally funded projects

- 6/16 – present     **Associate Chair, Clinical Psychology**  
 Antioch University New England  
 Department of Clinical Psychology
- Direct program development, evaluation, improvement
  - Oversee course/instructor scheduling and other administrative duties assigned by Chair
  - Interface with external stakeholders
  - Serve on Executive Committee
- 8/00 – 6/02     **Assistant Professor of Counseling Psychology**  
 University at Buffalo  
 Department of Counseling, School, and Educational Psychology     40 hrs/wk
- Primary responsibilities included teaching, research, and service within APA-accredited Counseling/School Psychology program.
  - Secondary responsibilities included teaching and administrative duties within the School Counseling program.

## RESEARCH AND SCHOLARSHIP

### SELECTED PUBLICATIONS

- Hayes, J. A., Nelson, D. L. B., & Fauth, J. (2015). Countertransference in successful and unsuccessful cases of psychotherapy. *Psychotherapy*, 52(1), 127.
- Mendenhall, T., Doherty, W., Berge, J., Fauth, J., & Tremblay, G.C. (2013). Community-based participatory research: Advancing collaborative care through novel partnerships. In M. Talen & A. Valeras (Eds.), *Essentials of Integrated Care: Connecting Systems of Care, Clinical Practice and Evidence-based Approaches* (pp. 99-130). Philadelphia, PA: Springer Science + Business Media.
- Hodges, K. M., Greene, L. R., Fauth, J., & Mangione, L. (2012). Processes and outcomes in prevention-focused time-limited groups for girls. *International Journal of Group Psychotherapy*, 62(3), 459–469. <http://doi.org/10.1521/ijgp.2012.62.3.459>
- Fauth, J., Tremblay, G. (2011). Beyond dissemination and translation: Practice-Based Participatory Research. *Psychotherapy Bulletin*, 46(1), 15-18.

### SELECTED EVALUATION REPORTS

- Edwards, M., Fauth, J., Dotson, L., & Erdmann, J. (October, 2017). *State of New Hampshire Safe Schools/Healthy Students Annual Evaluation Report*. Submitted to the Substance Abuse and Mental Health Services Administration.
- Edwards, M., Fauth, J., Dotson, L., & Erdmann, J. (October, 2017). *State of New Hampshire Project Aware Annual Evaluation Report*. Submitted to the Substance Abuse and Mental Health Services Administration.

- Fauth, J., Dotson, L., & Edwards, M. (October, 2017). *Most Significant Change Themes and Stories: NH Project Aware*. Submitted to New Hampshire Office of Student Wellness, Department of Education.
- Fauth, J., & Nordstrom, A. (July, 2017). *Assessment of the New Hampshire Children's Behavioral Health Field*. Submitted to the Endowment for Health.
- Erdmann, J., Fauth, J., & Edwards, M. (February, 2017). *Mayhew Year End Report: Fidelity Assessment Development and Results*. Submitted to Mayhew Program.
- Fauth, J., Wilson-White, J., Erdmann, J. (January, 2017). *FAST Forward Final Interpretive Evaluation Report*. Submitted to Division of Children, Youth, and Families, Department of Health and Human Services.
- Fauth, J., Wilson-White, J., Erdmann, J., Roberts, P. (January, 2017). *FAST Forward Final Wraparound Practice Report*. Submitted to Division of Children, Youth, and Families, Department of Health and Human Services.

## SYMPOSIA/PANELS

- Fauth, J., & Edwards, M. (November, 2017). Collecting “most significant change” stories improves stakeholder engagement and receptivity to evaluation use in schools. In J. Fauth, (Chair), *Promoting evaluation use across behavioral and community health contexts*. Symposium presented at the annual meeting of the American Evaluation Association conference, Washington, D.C.
- Edwards, M., Dotson, L., & Fauth, J. (November, 2017). Collecting “most significant change” stories improves stakeholder engagement and receptivity to evaluation use in schools. In J. Fauth, (Chair), *Promoting evaluation use across behavioral and community health contexts*. Symposium presented at the annual meeting of the American Evaluation Association conference, Washington, D.C.
- Wilson-White, J., Erdmann, J., & Fauth, J. (November, 2017). Infusing consumer and practitioner voice improves evaluation design, implementation, and use. In J. Fauth, (Chair), *Promoting evaluation use across behavioral and community health contexts*. Symposium presented at the annual meeting of the American Evaluation Association conference, Washington, D.C.

## GRANTS & CONTRACTS

2017-present	NH DHHS	PI	Consultant/facilitator, NH 10-Year Mental Health Plan	\$93,700
2017-present	NH DoE	PI	Evaluator for iSocial Evaluator, early childhood social emotional skills project	\$400,000
2017-present	HRSA, Cheshire Medical Center	Co-I	Evaluator, Controlled Substance Management Grant	\$129,000
2016-present	NH DoE, SAMHSA	PI	Evaluator for statewide System of Care project in NH	\$1,666,000

2016-present	Cheshire County, SAMHSA	PI	Evaluator for System of Care project in Monadnock Region of NH	\$555,000
2016-present	NH DoE	Co-I	Evaluator, Trauma Sensitive Schools Contract	\$300,000
2016-2017	Foundation for Healthy Communities	PI	Evaluator for Health and Equity Partnership's Collective Impact initiative	\$15,000
2016-present	HRSA	Co-PI	Graduate Psychology Education project, to expand experiential training of AUNE PsyD students in integrated primary care settings	\$1,000,000
2016-present	NH DOE, SAMHSA	PI	Evaluation for NH's Project Aware initiative	\$875,000
2016-present	NH DOE, SAMHSA	PI	Evaluator for NH's Safe Schools, Health Students project	\$600,000
2016-present	Endowment for Health	PI	Develop, use field assessment tool	\$85,000

## REFERENCES

Available Upon Request

**Megan Edwards, Psy.D.**  
medwards1@antioch.edu  
NH Licensed Psychologist #1328

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**EDUCATION**

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11/2009    Psy.D.    **Antioch University New England**, Keene, NH  
Clinical Psychology, APA accredited

11/2007    M.S.    **Antioch University New England**, Keene, NH  
Clinical Psychology

6/1997    B.A.    **Vassar College**, Poughkeepsie, NY  
Cum Laude  
Biopsychology

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**CURRENT EMPLOYMENT**

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Nov. 2014 –  
present    **Research Faculty**  
*Center for Behavioral Health Innovation*  
*Department of Clinical Psychology*  
*Antioch University New England, Keene, NH*

- Program evaluation, external facilitation, behavioral health expertise, knowledge translation, and technical assistance for externally-funded projects focused on improving behavioral health practice in underserved community settings
- Lead evaluator on several SAMHSA initiatives to enhance behavioral health supports for students and strengthen community-school partnerships, as well as others funded by NHDOE, HRSA, CDC, foundations

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**RELATED EXPERIENCE**

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Aug. 2011 –  
Sept. 2014    **Staff Psychologist & Assistant Director of Group and Outreach Activities**  
*Stone Center Counseling Service*  
*Wellesley College, Wellesley, MA*

- Outreach liaison for campus community
- Coordinated Counseling Service's group therapy program
- Individual and group psychological services for college-aged population
- Clinical supervision and training

Sept. 2010 –  
May 2011    **Clinical Psychologist**  
*Psychological Care Associates, Woburn, MA*

- Psychological assessment and treatment at outpatient multi-specialty behavioral health practice



- Aug. 2010 –  
Dec. 2010
- Consulting Associate**  
*Program Evaluation and Educational Research Associates, Keene, NH*
- Organizational evaluations for place-based, service learning, public service, and school-based environmental education programs
- Sept. 2009 –  
Aug. 2010
- Postdoctoral Psychology Resident**  
*Department of Psychiatry  
Kaiser Permanente Medical Center, Vallejo, CA*
- Individual and group psychotherapy in integrated health care system
  - Psychological assessment, psychoeducation
  - Intensive Outpatient Program and Chemical Dependency Recovery Program
- Aug. 2008 –  
Aug. 2009
- Predoctoral Psychology Intern**  
*Counseling and Psychological Services  
Montana State University, Bozeman, APA-accredited internship*
- Individual and group psychotherapy at University Counseling Center
  - Career counseling, outreach programming, supervision
  - Externship at Montana State Psychiatric Hospital
- Sept. 2007 –  
May 2008
- Behavioral Health Consultant Trainee**  
*Pregnancy Wellness Program  
Dartmouth-Hitchcock Clinic at Cheshire Medical Center, Keene, NH*
- Doctoral practicum training at outpatient Women's Health clinic
- July 2007 –  
July 2008
- Research Assistant, Mental Health/Primary Care Integration**  
*Center for Behavioral Health Innovation  
Antioch University New England, Keene, NH*
- Supported grant-funded effort to implement integrated mental health/primary care in a rural, underserved area of NH
- July 2006 –  
June 2007
- Clinical Trainee**  
*Antioch Psychological Services Center  
Antioch University New England, Keene, NH*
- Doctoral practicum training in a community mental health clinic and university counseling center
- August 2005 –  
June 2008
- Research Associate**  
*Program Evaluation & Educational Research Associates, Keene, NH*
- Evaluation of place-based, service learning, and school-based programs

August 2005 –  
June 2006

**Clinical Trainee**  
*Winchester Elementary & Middle School*  
*Winchester School District, Winchester, NH*

- Doctoral practicum training in psychological evaluation and intervention in rural, impoverished area of NH

## TEACHING EXPERIENCE

---

Sept. 2010 –  
May 2015

**Adjunct Faculty**  
*Department of Clinical Psychology*  
*Antioch University New England, Keene, NH*

- Psychotherapeutic Intervention
- Psychopathology and Behavioral Disorders
- Case Conference

Sep. 2008 –  
Dec. 2008

**Teaching Assistant**  
*Montana State University, Bozeman*

- Counseling Skills Lab

## RESEARCH & PUBLICATIONS

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Donahoe, P., & Phillips, M. (2010). Truth telling. In M. Trotter-Mathison, J.M. Koch, S. Sanger, & T.M. Skovholt (Eds.), *Voices from the field: Defining moments in counselor and therapist development*. New York: Routledge.

Tremblay, G.C., & Phillips, M. (2009). Child, family, and couples therapy. In D.C.S. Richard & S.K. Huprich, Eds., *Clinical psychology: Assessment, treatment, and research* (pp. 329-349). Boston, MA: Elsevier Academic Press.

### Doctoral Dissertation (2009)

*Therapist-trainee Attempts at Alliance Rupture Repair in Time-limited Dynamic Psychotherapy*

## PRESENTATIONS & POSTERS

---

Nov 2017      *Improving stakeholder engagement with most significant change stories*. American Evaluation Association Annual Meeting.

Oct 2016      *Coevolution of shared measurement within a healthiest community collective impact initiative*. American Evaluation Association Annual Meeting.

*An interpretive evaluation report to communicate high level, integrated, summative findings across data sources*. American Evaluation Association Annual Meeting.

Oct 2015      *Measuring Collective Impact in a Community Health Initiative*. American Evaluation Association Annual Meeting.

June 2012      *Therapist-trainee attempts at alliance rupture repair in Time-limited Dynamic Psychotherapy*. Society for Psychotherapy Research International Meeting.

Feb 2009      *Playing with imagery: Novice therapists' use of countertransference within interpersonal group psychotherapy*. American Group Psychotherapy Association Annual Meeting.

- Oct 2006      *Tracking test scores to address educational accountability standards in a public school system.* New England Psychological Association Annual Meeting.
- Nov 2006      *A dose-response strategy for assessing program impact in naturalistic contexts.* Association for Behavioral and Cognitive Therapies Annual Meeting.

#### **AWARDS & DISTINCTIONS**

---

- May 2010      Gene Pekarik Memorial Award for Research on Psychological Practice, Center for Behavioral Health Innovation, Antioch University New England
- Jan. 2009      Group Psychotherapy Foundation Scholarship recipient
- Aug. 2008      Antioch University New England Scholarship recipient
- Jan. 2007      Student Representative, Annual Meeting of the National Council for Schools and Programs in Professional Psychology
- July 2006      Americorps Campus Compact Educational Award, Antioch University New England
- June 1997      Graduated Cum Laude with Biopsychology Departmental Honors, Vassar College

#### **PROFESSIONAL AFFILIATIONS**

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American Evaluation Association

## BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors.  
Follow this format for each person. **DO NOT EXCEED FOUR PAGES.**

NAME George Tremblay	POSITION TITLE Professor and Chair, Dept of Clinical Psychology Chief Evaluation Officer, Ctr. for Behavioral Health Innovation		
eRA COMMONS USER NAME GTremblay			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY
University of Rhode Island, Kingston RI	B.A.	1981-1985	Psychology
University at Albany (SUNY), Albany NY	Ph.D.	1990-1996	Clinical Psychology
University of Mississippi & Veterans Affairs Medical Centers, Jackson MI	Pre-doctoral Clinical Residency	1995-96	Clinical Psychology

### A. Personal Statement.

I am Professor and Chair in Antioch University New England's Department of Clinical Psychology, Co-Director of Antioch's Center for Behavioral Health Innovation (BHI), and a founding partner of PEER Associates (peerassociates.net), which has focused on evaluation of place-based education programs since 2003. I pursue a utilization-focused evaluation model, in which my primary contributions are in the domains of behavior change intervention strategies; evaluation planning; methodological expertise (research design, data management, statistical analysis and reporting); and implementation science (improving practice). I have managed large and complex electronic datasets, and I teach research methods and statistics in Antioch's clinical psychology doctoral program. Having served on Antioch's IRB for 16 years (9 of those as its Chair), I am sensitive to human subjects research ethics and familiar with navigating privacy protections for sensitive data. My area of clinical expertise is working with troubled families, so I am familiar with the systems with which these families interface.

### B. Positions and Honors.

#### Positions and Employment

1996 -1999 Research Assistant Professor, University of Missouri, Columbia MO  
1999 - 2002 Assistant Professor and Director of Research, Antioch Univ., Keene NH  
2003 - 2007 Associate Professor and Director of Research, Antioch Univ., Keene NH  
2000 - 2009 Assistant Director, Antioch Psychological Services Center, Keene NH  
2007 - 2015 Professor and Director of Research, Antioch Univ., Keene NH  
2015 - Chair, Dept of Clinical Psychology, Antioch Univ., Keene NH

#### Other Experience and Professional Memberships

1993 - member, American Psychological Association  
1995 - member, Association for Behavioral and Cognitive Therapies  
1996 - member, APA Divisions 12 (Clinical Psychology) and 53 (Clinical Child Psychology)  
1998 - member, Society for a Science of Clinical Psychology

### **C. Selected peer-reviewed publications (in chronological order).**

(Selected from 20 peer reviewed publications)

1. Tremblay, G.C., & Peterson, L. (1999). Prevention of childhood injury: Clinical and public policy issues. *Clinical Psychology Review*, 19, 415-434.
2. Kruse, R.L., Ewigman, B., & Tremblay, G.C. (2001). The zipper: A method for using personal identifiers to link data while preserving confidentiality. *Child Abuse & Neglect*, 25, 1241-1248.
3. Tremblay, G.C. & Landon, B. (2003). Research in prevention and promotion (adults & children). In M. Roberts & S. Ilardi (Eds.), *Methods of research in clinical psychology: A handbook* (pp. 354-373). Oxford, U.K.: Blackwell Publishers.
4. Peterson, L., Tremblay, G.C., Ewigman, B., & Saldana, L. (2003). Multi-level selected primary prevention of child maltreatment. *Journal of Consulting and Clinical Psychology*, 71, 601-612.
5. Fauth, J., Tremblay, G. (2011). Beyond dissemination and translation: Practice-Based Participatory Research. *Psychotherapy Bulletin*, 46(1), 15-18.
6. Mendenhall, T., Doherty, W., Berge, J., Fauth, J., & Tremblay, G. (2011). Community-based participatory research: Advancing collaborative care through novel partnerships. In L. Ronan & M. Tehan (Eds.), *Essentials of Integrated Care: Connecting Systems of Care, Clinical Practice and Evidence-based Approaches*. Philadelphia, PA: Springer Science + Business Media

### **D. Research Support**

#### **Selected Research Support**

SAMHSA	Ken Norton (PI)	10/2014 – 9/2016
NEXUS NH Statewide Garrett Lee Smith Suicide Prevention Project		
Evaluation of process, outcomes and impact of this statewide suicide prevention program directed by NAMI NH, along with contributing to the national cross-site evaluation through monitoring and reporting TRAC, GPRA and other indicators.		
Role: Lead Evaluator (.15 FTE)		
SAMSHA	Erica Ungarelli (PI)	10/2012 - 9/2015
New Hampshire Fast Forward System of Care		
To evaluate and improve the creation and implementation of a system of care for youth with severe emotional disturbance and their families.		
Role: Co-Evaluator (.05 FTE)		
NH Endowment for Health	Jim Fauth (PI)	4/2008 – 9/2011
Integrated Care Evaluation Project		
Promoting integration of behavioral health services and primary care in rural/underserved NH through evaluation to improve integrated care services through systematic cycles of utilization-focused evaluation at local and cross-site levels.		
Role: Co-PI		

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Antioch University

Name of Contract: SS-2018-DBH-03-TENYR Amendment #1

BUDGET PERIOD: SFY 19 (7/1/2018 - 11/30/2018)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
James Fauth, PhD	Co-Director, BHI	\$92,097	2.865%	\$2,638.58
George Tremblay, PhD	Co-Director, BHI	\$82,683	2.885%	\$2,385.40
Megan Edwards, PsyD	Research Faculty	\$85,000	2.935%	\$2,494.75
		\$0	0.000%	\$0.00
		\$0	0.000%	\$0.00
		\$0	0.000%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,518.73



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

20 mar

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

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 1, 2018

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, Bureau of Mental Health Services, to amend an existing **sole source** contract with Antioch University dba Antioch University New England, Vendor #177687 B002, 40 Avon St, Keene, NH 03431, by increasing the Price Limitation by \$7,518.32 from \$146,661.05 to an amount not to exceed \$154,179.37, and extend the Completion Date from June 30, 2018 to November 30, 2018, to provide technical assistance in the development of a new 10-Year Plan for Mental Health Services, to be effective upon date of Governor and Council approval. This agreement was originally approved by Governor and Council on September 27, 2017, Item #17. 100% Federal Funds.

Funds are available in the following account for SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-095-049-490510-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMM-BASED CARE SVCS, HHS: COMM-BASED CARE SVC DIV, BALANCE INCENTIVE PROGRAM BIP**

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	49053316	\$146,661.05		\$146,661.05
2019	102-500731	Contracts for Prog Svc	49053316		\$7,518.32	\$7,518.32
			<b>Total</b>	<b>\$146,661.05</b>	<b>\$7,518.32</b>	<b>\$154,179.37</b>

**EXPLANATION**

During the 2017 Legislative Session, a new law, Chapter 112:2 (HB 400) was passed directing the Department to develop a 10 year plan for Mental Health Services. In order to conduct a robust stakeholder process, the Department needs resources to facilitate coordination efforts. The contract is **sole source** due to Antioch's ability to assist the Department within the given timeframes of the new law; its experience in the mental health field on similar issues in the State, and the team of expertise Antioch has assembled to assist the Department in the development of the plan.

Funds in this agreement will be used to support research on innovative models of care, the convening of stakeholders in workgroups and focus groups, and ongoing technical assistance to the Department through the plan development.

The scope of work includes:

1) Stakeholder engagement:

The Department will establish a representative, high-level group of stakeholders to serve as an Advisory Team for the duration of the project. This group will provide input on high-level decisions. The Department will also convene workgroups to seek input on potential strategies once high priority areas have been identified through a needs assessment, and potential promising/innovative practices have been implemented in other states. Stakeholders will also be engaged through focus groups to ensure that the voices of all sectors and regions of the state are heard.

2) Needs assessment/gap analysis:

The needs assessment/gap analysis will be aligned with the independent evaluation being conducted as a result of another provision of the new law, which is examining the inpatient psychiatric bed capacity needs for behavioral health. The needs/gaps analysis also will take into account: the System of Care law (RSA 135-F) that addresses the needs of children with behavioral health challenges; Children's Behavioral Health Collaborative Plan; Building Capacity Transformation Waiver (Delivery System Reform Incentive Program); and other health-related initiatives. Antioch will work with the Department to identify and prioritize targets for a federal technical assistance request to the Substance Abuse and Mental Health Services Administration. The needs assessment will include an in-depth review of behavioral health payment models to inform understanding of current and potential future financing strategies.

3) Final reporting:

Antioch will synthesize the information acquired over the course of the project to develop the plan through the needs assessment, innovative evidence-based practices from the literature/national experts and other states and input from stakeholders and the Advisory Team. The final plan will focus on cutting edge models for a robust and comprehensive prevention, treatment, and recovery system for the current and future of behavioral health service delivery. The plan will address programmatic needs to ensure timely access to services in the appropriate, least restrictive, and most integrated settings. The Plan will also address resource needs, use, and inefficiencies; system redundancies and potential reallocations; integration across multi-service providers; and quality of service and delivery. Finally, the Plan will include a detailed system-change process and implementation guidance, including implementation strategies looking at phases or process steps that will allow for the practical and systemic implementation of the system over a 10-year period; including milestones and markers of progress.

Should Governor and Executive Council not authorize this request the State will not have the resources needed to develop a robust strategic plan for the mental health system.

The following performance measures will be used to measure the effectiveness of the agreement:

- Convene representative advisory group
- Review extant information
- Identify gaps in extant information



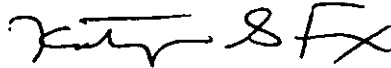
- Conduct additional data collection, analysis
- Conduct needs/gap assessment
- Identify promising/innovative practices
- Convene workgroups based on needs/gap assessment
- Review and synthesize information
- Provide final written report approved by the Department

Area served: Statewide

Source of Funds: 100% Federal Funds from Centers for Medicare and Medicaid Services Balancing Incentive Program, Catalog of Federal Domestic Assistance (CFDA) #93.778, Federal Award Identification Number (FAIN) #05-1505NHBIPP.

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

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the 10-Year Plan Facilitation**

This 1<sup>st</sup> Amendment to the 10-Year Plan Facilitation contract (hereinafter referred to as "Amendment #1") dated this 13th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Antioch University d/b/a Antioch University New England, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Avon Street, Keene, New Hampshire 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 27, 2017, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
November 30, 2018.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$154,179.37.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Delete Exhibit A Scope of Services in its entirety and replace with Exhibit A Amendment #1.
6. Add Exhibit B-2 Budget Amendment #1.
7. Delete Exhibit K (CU/DHHS/032917) in its entirety and replace with Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services  
10-Year Plan Facilitation



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

4/27/18  
Date

Katja S Fox  
Name: Katja S Fox  
Title: Director

Antioch University d/b/a Antioch University New England

4/27/18  
Date

Barbara V. Andrews  
Name: Barbara V. Andrews, PhD  
Title: Provost and CEO

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on April 27, 2018 before the undersigned officer,  
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is  
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Patricia A. Hitchner  
Signature of Notary Public or Justice of the Peace  
PATRICIA A. HITCHNER, Notary Public  
My Commission Expires March 9, 2021

Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/9/21




New Hampshire Department of Health and Human Services  
10-Year Plan Facilitation

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

OFFICE OF THE ATTORNEY GENERAL

5/2/18  
Date

  
Name: Megan A. Yee  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor will 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.

### **2. Scope of Work**

- 2.1. The purpose of the Agreement is to facilitate development of New Hampshire's 10-year mental health system plan for the Department. Development of the plan shall include, but is not limited to:
  - 2.1.1. Primarily target adults and children in need of mental health care in New Hampshire;
  - 2.1.2. Items as depicted in New Hampshire's House Bill 400.
- 2.2. The Contractor shall provide facilitation of the development of the plan by working with community partners as stakeholders, including, but not limited to:
  - 2.2.1. Provider organizations;
  - 2.2.2. Associations;
  - 2.2.3. Advocates; and
  - 2.2.4. Schools.
- 2.3. The Contractor shall provide recommendations aimed to improve behavioral health practice, integration within healthcare settings and outcomes which shall include, but not limited to the principles of:
  - 2.3.1. Resiliency and recovery;
  - 2.3.2. System of Care;
  - 2.3.3. Evidence-based practice, effectiveness and efficiency;
  - 2.3.4. Trauma training;
  - 2.3.5. Sensitivity.
- 2.4. The Contractor shall conduct a needs assessment which shall include, but not be limited to:
  - 2.4.1. An inventory of existing services;

*BPA*  
*4/27/18*



Exhibit A Amendment #1

- 2.4.2. Housing supports;
- 2.4.3. Peer supports; and
- 2.4.4. Family supports.
- 2.5. The Contractor shall conduct an in depth gap analysis to determine the need versus the current capacity of services. This analysis shall take into account wait-times for services.
- 2.6. The Contractor shall focus on a population health approach to integrate the mental health system with other systems of care, including, but not limited to, medical services, substance use services and social services.
- 2.7. The Contractor shall provide recommendations which shall include, but not be limited to:
  - 2.7.1. Eliminating or reducing, to the greatest extent practicable, the number of persons waiting in hospital emergency departments; and
  - 2.7.2. Recommending resources necessary to implement and meet those goals.
- 2.8. The Contractor shall have a final report available on October 15, 2018.
- 2.9. Consultation services will continue no later than November 30, 2018, to allow for post plan development consultation and finalizing of administrative details.

### 3. Staffing

- 3.1. The Contractor shall provide sufficient staff to perform all tasks specified in this Contract. This includes identifying a 'back up' to the primary staff person when they are not available.
- 3.2. The Contractor shall have two (2) agency staff persons to serve as project leaders who shall have experience as external facilitators and evaluators on statewide and regional behavioral health projects.
- 3.3. The Contractor shall have two (2) agency staff persons to serve as consultants:
  - 3.3.1. One (1) consultant shall provide expertise in integrating behavioral health within healthcare settings;
  - 3.3.2. One (1) consultant shall provide expertise in trauma training and sensitivity, within the community mental health and school systems.
- 3.4. The Contractor shall have one (1) agency staff person or consultant to serve as project coordinator who shall have skills which include, but are not limited to:
  - 3.4.1. Strong relationship skills;
  - 3.4.2. Strong facilitation skills; and
  - 3.4.3. Strong project management skills.

*Bza*  
*4/27/18*



Exhibit A Amendment #1

- 3.5. The Contractor shall have one (1) agency staff person or consultant to serve as analyst who will conduct additional analyses of archival data and expert consultation on state systems.
- 3.6. The Contractor shall have one (1) agency staff person or consultant to serve as expert consultation in behavioral health payment models to inform understanding of current and potential future financing strategies. This health economist will allow for a more detailed cost analysis to take place, which will result in financial recommendations to be put forward in the final plan.
- 3.7. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion to meet the Scope of Work in this Contract.
- 3.8. The Contractor shall ensure that personnel are accessible during normal DHHS business hours, Monday through Friday, 8 AM to 5 PM.

#### 4. Project Plan

4.1. Stakeholder engagement shall include, but not be limited to:

- 4.1.1. A representative, high-level group of DHHS leadership and key stakeholders to function as a Key Advisory Team for the duration of the project, to serve in an advisory capacity to provide input on high level decisions and convene at critical decision points;
- 4.1.2. Stakeholders will be engaged through a series of one-time, "on the ground" focus groups to ensure that the voice of all sectors and regions of the state is heard.
  - 4.1.2.1. The Contractor will attend pre-existing behavioral health-related committees, councils, and meetings across the state to meet with a wide audience through April 15, 2018. These targeted stakeholder groups will identify and validate the system challenges and root causes;
  - 4.1.2.2. A minimum of ten (10) one-time focus groups will be conducted throughout the state by April 15, 2018;
  - 4.1.2.3. The Contractor will assemble and coordinate topic-specific work groups that will meet 3-4 times throughout April, May and June, 2018.
- 4.1.3. Stakeholders will be engaged through solution-focused work groups in order to provide input on high-leverage solutions, potential implementation barriers, and opportunities.
  - 4.1.2.3. The Contractor will assemble and coordinate topic-specific work groups that will meet 3-4 times throughout April, May and June, 2018.
- 4.1.4. An operational team will be developed of subject matter experts who will build out the plan timeline, steps, and financial proposals. This team will help

*B/a*  
*4/27/18*



Exhibit A Amendment #1

develop a more detailed 2-4 year operational plan. This team will work with the contractor to finalize the overall 10-year plan with a focus on operational considerations;

- 4.1.5. Stakeholders will be engaged on an ongoing basis as the plan is being developed to provide input and feedback at critical decision points. Meeting with Department staff will take place monthly, beginning in December 2017, and with stakeholders on an ongoing basis via phone, in-person, and Zoom, starting in January 2018.

4.2. The needs assessment/gap analysis shall include, but not be limited to:

- 4.2.1. Aligned with the independent evaluation being conducted as a result of the passage of House Bill 400 for inpatient psychiatric bed capacity needs for behavioral health;

- 4.2.2. Analysis will include, but not be limited to:

- 4.2.2.1. Taking into account the System of Care law addressing the needs of children with behavioral health challenges;

- 4.2.2.2. The Children's Behavioral Health Collaborative Plan;

- 4.2.2.3. The Transformation Waiver (Delivery System Reform Incentive Program); and

- 4.2.2.4. Other health-related initiatives.

- 4.2.3. Identify and prioritize targets for a federal technical assistance request from the Substance Abuse and Mental Health Services Administration.

- 4.2.4. Review relevant information to identify high-leverage information gaps for the needs assessment to be addressed by the Plan, which shall include, but not be limited to:

- 4.2.4.1. Mental health-related reports;

- 4.2.4.2. Strategic plans;

- 4.2.4.3. Needs assessments;

- 4.2.4.4. Analysis of archival data and original collection;

- 4.2.4.5. Analysis of new quantitative (surveys) data;

- 4.2.4.6. Analysis of new qualitative (focus groups) data;

*Bpk*  
*4/27/18*





Exhibit A Amendment #1

- 4.2.4.7. Potential areas to be addressed by the Plan will be brought to the Advisory Team and the Department for refinement and prioritization.
- 4.2.4.8. Workgroups will provide input on how to address the final priority areas.
- 4.2.5. The Plan will address programmatic needs to ensure timely access to services in the appropriate, least restrictive, and most integrated settings.
- 4.2.6. The Plan will address the following items which shall include, but not be limited to:
  - 4.2.6.1. Resource needs, use, and inefficiencies;
  - 4.2.6.2. System redundancies and potential reallocations;
  - 4.2.6.3. Integration across multi-service providers; and
  - 4.2.6.4. Quality of service and delivery.
- 4.2.7. The Plan will include a detailed system-change process and implementation guidance which shall include, but not be limited to:
  - 4.2.7.1. Implementation strategies looking at phases or process steps that will allow for the practical and systemic implementation of the system over a 10-year period to a recommended timeline beginning the Project October 1, 2017, which shall include, but not be limited to:
    - a) Begin convening Key Advisory Team for duration of project;
    - b) Review and identify extant information will take two (2) months;
    - c) Conduct additional data collection and analysis, to be completed January 31, 2018;
    - d) Convene focus groups beginning early February 2018, with work being completed by March 31, 2018;
    - e) Identify promising/innovative practices early December 2017, and completed by March 31, 2018;
    - f) Conduct needs/ gap assessment, January 1, 2018, through February 1, 2018;

*[Signature]*  
4/27/18



Exhibit A Amendment #1

- g) Convene workgroups beginning April 1, 2018, with work completed by August 31, 2018;
- h) Convene Operational Team beginning April 1, 2018 with work completed by October 15, 2018;
- i) Engage a health economist beginning April 1, 2018 with work completed by October 15, 2018;
- j) Provide a final report by October 15, 2018; and
- k) Provide consultation services after final plan is complete to debrief about additional lessons learned, finalize administrative details, and provide guidance on next steps with consultation complete by November 30, 2018.

4.2.7.2. Milestones and markers of progress.

4.2.8. The Contractor's final plan will include, but not be limited to:

- 4.2.8.1. Focus on cutting edge models for a robust and comprehensive prevention, treatment, and recovery system for the current and future of behavioral health service delivery;
- 4.2.8.2. Funding priorities, mechanisms, and operational plan for the next 2-4 years;
- 4.2.8.3. Final decision-making authority for Plan content and structure will rest with the Department.

## 5. Reporting

5.1. The Contractor shall:

- 5.1.1. Maintain compliance with the DHHS security and confidentiality guidelines related to all protected health information such as, but not limited to, Health Insurance Portability Act Business Associate Agreement. (See Exhibit I);
- 5.1.2. Properly complete and submit all required documentation on appropriate forms supplied by the Department for each individual or service supported by these funds;
- 5.1.3. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data;

*Bdk*  
*4/27/18*



Exhibit A Amendment #1

- 5.1.4. Submit first workgroup report May 31, 2018, and monthly thereafter, for a period of four (4) months;
- 5.1.5. Submit first promising/innovative practices report April 1, 2018, and at least bi-monthly thereafter; and,
- 5.1.6. Submit final report no later than October 15, 2018.

## 6. Definitions

BCBH – Bureau for Children's Behavioral health  
BHI – Behavioral Health Innovation  
BMHS – Bureau of Mental Health Services  
Department – New Hampshire Department of Health and Human Services  
DBH – Division for Behavioral Health  
DHHS – Department of Health and Human Services

## 7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are achieved and monitored monthly to measure the effectiveness of the agreement:
- 7.2. Measure 1 – Complete review and identification of information gaps by December 31, 2017;
- 7.3. Measure 2 – Complete data collection and analysis of challenges and root causes by January 31, 2018;
- 7.4. Measure 3 – Focus groups complete by March 31, 2018;
- 7.5. Measure 4 – Workgroups complete by August 31, 2018;
- 7.6. Measure 5 – Operational team complete by October 15, 2018;
- 7.7. Measure 6 – Final Report by October 15, 2018; and,
- 7.8. Final synthesis of information no later than November 30, 2018.

The Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

*[Signature]*  
4/27/18

# Exhibit B-2 Budget Amendment #1

New Hampshire Department of Health and Human Services

Antioch University dba Antioch University New

Bidder/Contractor Name: England

SS-2018-DBH-03-TENYR (10-Year Plan

Budget Request for: Facilitation) Amendment #1

(Name of RFP)

Budget Period: SFY 2019 (7/1/2018 - 11/30/2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,114.50	\$ 2,403.82	\$ 7,518.32	47% MTDC per federally negotiated rate
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 5,114.50</b>	<b>\$ 2,403.82</b>	<b>\$ 7,518.32</b>	

Indirect As A Percent of Direct

47.0%

Contractor Initials: BPA

Date: 4/27/18

DHHS Information Security Requirements



A. Definitions

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

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

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

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

*[Signature]*  
4/27/18

DHHS Information Security Requirements



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

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

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

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

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

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a); DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 14, 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, Bureau of Mental Health Services, to enter into a **sole source** agreement with Antioch University New England, Vendor # (TBD), 40 Avon St, Keene, NH 03431, in an amount not to exceed \$146,661.05, to provide technical assistance in the development of a new 10 year Plan for Mental Health Services, effective October 1, 2017 or date of Governor and Council approval, through June 30, 2018. 100% Federal Funds.

Funds are available in the following account for SFY 2018, with authority to adjust amounts within the price limitation and adjust encumbrances through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-095-049-490510-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMM-BASED CARE SVCS, HHS: COMM-BASED CARE SVC DIV, BALANCE INCENTIVE PROGRAM BIP

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Prog Svc	49053316	\$146,661.05
			Total	\$146,661.05

**EXPLANATION**

During the 2017 Legislative Session, a new law, Chapter 112:2 (HB 400) was passed directing the Department to develop a 10 year plan for Mental Health Services. In order to conduct a robust stakeholder process, the Department needs resources to facilitate coordination efforts. The contract is **sole source** due to Antioch's ability to assist the Department within the given timeframes of the new law; its experience in the mental health field on similar issues in the mental health field in the State, and the team of expertise Antioch has assembled to assist the Department in the development of the plan.

Funds in this agreement will be used to support research on innovative models of care, the convening of stakeholders in workgroups and focus groups, and ongoing technical assistance to the Department through the plan development.

The scope of work includes:

1) Stakeholder engagement:

The Department will establish a representative, high-level group of stakeholders to serve as an Advisory Team for the duration of the project. This group will provide input on high-level decisions. The Department will also convene workgroups to seek input on potential strategies once high priority areas have been identified through a needs assessment, and potential promising/innovative practices have been implemented in other states. Stakeholders will also be engaged through focus groups to ensure that the voices of all sectors and regions of the state are heard.

2) Needs assessment/gap analysis:

The needs assessment/gap analysis will be aligned with the independent evaluation being conducted as a result of another provision of the new law, which is examining the inpatient psychiatric bed capacity needs for behavioral health. The needs/gaps analysis also will take into account: the System of Care law (RSA 135-F) that addresses the needs of children with behavioral health challenges; Children's Behavioral Health Collaborative Plan; Building Capacity Transformation Waiver (Delivery System Reform Incentive Program); and other health-related initiatives. Antioch will work with the Department to identify and prioritize targets for a federal technical assistance request to the Substance Abuse and Mental Health Services Administration.

3) Final reporting:

Antioch will synthesize the information acquired over the course of the project to develop the plan through the needs assessment, innovative evidence-based practices from the literature/national experts and other states and input from stakeholders and the Advisory Team. The final plan will focus on cutting edge models for a robust and comprehensive prevention, treatment, and recovery system for the current and future of behavioral health service delivery. The plan will address programmatic needs to ensure timely access to services in the appropriate, least restrictive, and most integrated settings. The Plan will also address resource needs, use, and inefficiencies; system redundancies and potential reallocations; integration across multi-service providers; and quality of service and delivery. Finally, the Plan will include a detailed system-change process and implementation guidance, including implementation strategies looking at phases or process steps that will allow for the practical and systemic implementation of the system over a 10-year period; including milestones and markers of progress.

Should Governor and Executive Council not authorize this request the State will not have the resources needed to develop a robust strategic plan for the mental health system.

The following performance measures will be used to measure the effectiveness of the agreement:

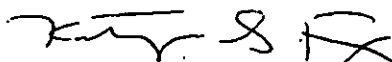
- Convene representative advisory group
- Review extant information
- Identify gaps in extant information
- Conduct additional data collection, analysis
- Conduct needs/gap assessment
- Identify promising/innovative practices

Area served: Statewide

Source of Funds: 100% Federal Funds from Centers for Medicare and Medicaid Services Balancing Incentive Program, Catalog of Federal Domestic Assistance (CFDA) #93.778, Federal Award Identification Number (FAIN) #05-1505NHBIPP.

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

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner




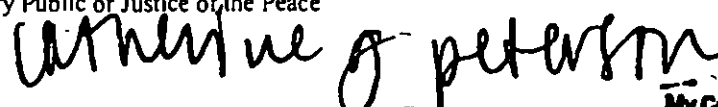

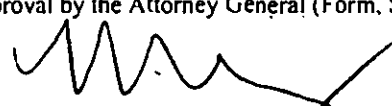
Subject: SS-2018-DBH-03-TENYR (10-Year Plan Facilitation)

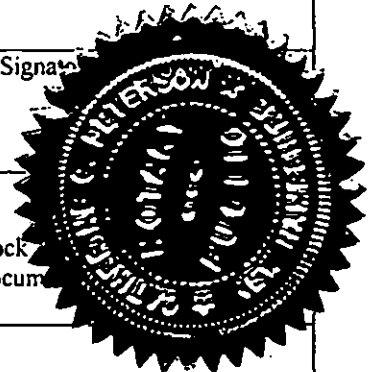
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Antioch University, dba Antioch University New England		<b>1.4 Contractor Address</b> 40 Avon Street Keene, NH 03431	
<b>1.5 Contractor Phone Number</b> 603-283-2101	<b>1.6 Account Number</b> 05-95-049-790510-2985-102-500731	<b>1.7 Completion Date</b> June 30, 2018	<b>1.8 Price Limitation</b> \$ 146,661.05
<b>1.9 Contracting Officer for State Agency</b> E. Maria Reinemann, Esq. Director of Contracts and Procurement		<b>1.10 State Agency Telephone Number</b> 603-271-9330	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Barbara V. Andrews, PhD Interim Provost, AUNE	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Cheshire</u> On <u>9.14.17</u> , before the undersigned officer, personally appeared the person identified in block proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">             [Seal]         </div> <div style="text-align: right;"> <b>CATHERINE G. PETERSON</b>            Notary Public - New Hampshire            My Commission Expires November 16, 2021         </div> </div>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Kathryn S. Fox, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>9/15/17</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> 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

*[Signature]*  
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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.



Exhibit A

## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will 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.

### 2. Scope of Work

- 2.1. The purpose of the Agreement is to facilitate development of New Hampshire's 10-year mental health system plan for the Department. Development of the plan shall include, but is not limited to:
  - 2.1.1. Primarily target adults and children in need of mental health care in New Hampshire;
  - 2.1.2. Items as depicted in New Hampshire's House Bill 400.
- 2.2. The Contractor shall provide facilitation of the development of the plan by working with community partners as stakeholders, including, but not limited to:
  - 2.2.1. Provider organizations;
  - 2.2.2. Associations;
  - 2.2.3. Advocates; and
  - 2.2.4. Schools.
- 2.3. The Contractor shall provide recommendations aimed to improve behavioral health practice, integration within healthcare settings and outcomes which shall include, but not limited to the principles of:
  - 2.3.1. Resiliency and recovery;
  - 2.3.2. System of Care;
  - 2.3.3. Evidence-based practice, effectiveness and efficiency;
  - 2.3.4. Trauma training;
  - 2.3.5. Sensitivity.
- 2.4. The Contractor shall conduct a needs assessment which shall include, but not be limited to:
  - 2.4.1. An inventory of existing services;

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Exhibit A

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- 2.4.2. Housing supports;
  - 2.4.3. Peer supports; and
  - 2.4.4. Family supports.
- 2.5. The Contractor shall conduct a gap analysis to determine the need versus the current capacity of services. This analysis shall take into account wait-times for services.
  - 2.6. The Contractor shall focus on a population health approach to integrate the mental health system with other systems of care, including, but not limited to medical services, substance use services and social services.
  - 2.7. The Contractor shall provide recommendations which shall include, but not be limited to:
    - 2.7.1. Eliminating or reducing, to the greatest extent practicable, the number of persons waiting in hospital emergency departments; and
    - 2.7.2. Recommending resources necessary to implement and meet those goals.
  - 2.8. The Contractor shall have a final product available to start approximately on April 1, 2018, ending with the final deliverable no later than June 30, 2018.
  - 2.9. Final reporting.
    - 2.9.1. Final reporting shall be provided no later than July 1, 2018.

### 3. Staffing

- 3.1. The Contractor shall provide sufficient staff to perform all tasks specified in this Contract. This includes identifying a 'back up' to the primary staff person when they are not available.
- 3.2. The Contractor shall have two (2) agency staff persons to serve as project leaders who shall have experience as external facilitators and evaluators on statewide and regional behavioral health projects.
- 3.3. The Contractor shall have two (2) agency staff persons to serve as consultants:
  - 3.3.1. One (1) consultant shall provide expertise in integrating behavioral health within healthcare settings;
  - 3.3.2. One (1) consultant shall provide expertise in trauma training and sensitivity, within the community mental health and school systems.
- 3.4. The Contractor shall have one (1) agency staff person or consultant to serve as project coordinator who shall have skills which include, but are not limited to:
  - 3.4.1. Strong relationship skills;
  - 3.4.2. Strong facilitation skills; and
  - 3.4.3. Strong project management skills.
- 3.5. The Contractor shall have one (1) agency staff person or consultant to serve as analyst who will conduct additional analyses of archival data and expert consultation on state systems.

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Exhibit A

3.6. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion to meet the Scope of Work in this Contract.

3.7. The Contractor shall ensure that personnel are accessible during normal DHHS business hours, Monday through Friday, 8 AM to 5 PM.

#### 4. Project Plan

4.1. Stakeholder engagement shall include, but not limited to:

- 4.1.1. A representative, high-level group of stakeholders to serve as an Advisory Team for the duration of the project;
- 4.1.2. Stakeholder Advisory Team will serve as a sounding board for BMHS, BCBH and BHI;
- 4.1.3. Stakeholder Advisory Team will provide input on high-level decisions;
- 4.1.4. Stakeholder Advisory Team will meet monthly, beginning in December, 2017, three (3) times in-person and six (6) times via Zoom.
- 4.1.5. The Contractor will engage with the Stakeholder Advisory Team "on the ground" through focus groups to ensure that the voice of all sectors and regions of the state is heard.

4.2. The needs assessment/gap analysis shall include, but not be limited to:

- 4.2.1. Aligned with the independent evaluation being conducted as a result of the passage of House Bill 400 for inpatient psychiatric bed capacity needs for behavioral health;
- 4.2.2. Analysis will include, but not be limited to:
  - 4.2.2.1. Taking into account the System of Care law addressing the needs of children with behavioral health challenges;
  - 4.2.2.2. The Children's Behavioral Health Collaborative Plan;
  - 4.2.2.3. The Transformation Waiver (Delivery System Reform Incentive Program); and
  - 4.2.2.4. Other health-related initiatives.
- 4.2.3. Identify and prioritize targets for a federal technical assistance request from the Substance Abuse and Mental Health Services Administration.
- 4.2.4. Review relevant information to identify high-leverage information gaps for the needs assessment to be addressed by the Plan, which shall include, but not be limited to:
  - 4.2.5.1. Mental health-related reports;
  - 4.2.5.2. Strategic plans;
  - 4.2.5.3. Needs assessments;
  - 4.2.5.4. Analysis of archival data and original collection;
  - 4.2.5.5. Analysis of new quantitative (surveys) data;
  - 4.2.5.6. Analysis of new qualitative (focus groups) data;

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Exhibit A

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- 4.2.5.7. Potential areas to be addressed by the Plan will be brought to the Advisory Team and the Department for refinement and prioritization.
  - 4.2.5.8. Workgroups will provide input on how to address the final priority areas.
  - 4.2.5. The Plan will address programmatic needs to ensure timely access to services in the appropriate, least restrictive, and most integrated settings.
  - 4.2.6. The Plan will address the following items which shall include, but not be limited to:
    - 4.2.7.1. Resource needs, use, and inefficiencies;
    - 4.2.7.2. System redundancies and potential reallocations;
    - 4.2.7.3. Integration across multi-service providers; and
    - 4.2.7.4. Quality of service and delivery.
  - 4.2.7. The Plan will include a detailed system-change process and implementation guidance which shall include, but not be limited to:
    - 4.2.8.1. Implementation strategies looking at phases or process steps that will allow for the practical and systemic implementation of the system over a 10-year period to a recommended timeline beginning the Project October 1, 2017, which shall include, but not be limited to:
      - a) Begin convening Advisory Team for duration of project;
      - b) Review and identify extant information will take two (2) months;
      - c) Conduct additional data collection and analysis, to be completed January 31, 2018;
      - d) Convene Workgroups beginning early December 2017, with work being completed by March 31, 2018;
      - e) Identify promising/innovative practices early December 2017 and completed by March 31, 2018;
      - f) Conduct needs/ gap assessment, January 1, 2017 through February 1, 2018;
      - g) Final deliverable no later than June 30, 2018.
    - 4.2.8.2. Milestones and markers of progress.
  - 4.2.8. The Contractor's final plan will include, but not be limited to:
    - 4.2.9.1. Focus on cutting edge models for a robust and comprehensive prevention, treatment, and recovery system for the current and future of behavioral health service delivery.
    - 4.2.9.1. Final decision-making authority for Plan content and structure will rest with the Department.

## 5. Reporting

### 5.1. The Contractor shall:

- 5.1.1. Maintain compliance with the DHHS security and confidentiality guidelines related to all protected health information such as, but not limited to, Health Insurance Portability Act Business Associate Agreement. (See Exhibit I);

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Exhibit A

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- 5.1.2. Properly complete and submit all required documentation on appropriate forms supplied by the Department for each individual or service supported by these funds;
  - 5.1.3. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data;
  - 5.1.4. Submit first workgroup report December 31, 2017, and monthly thereafter, for a period of four (4) months;
  - 5.1.5. Submit first promising/innovative practices report December 31, 2017, and monthly thereafter, for a period of four (4) months;
  - 5.1.6. Submit interim reports as requested by the Department; and
  - 5.1.7. Submit final report no later than July 1, 2018.

## 6. Definitions

BCBH – Bureau for Children's Behavioral health

BHI – Behavioral Health Innovation

BMHS – Bureau of Mental Health Services

Department – New Hampshire Department of Health and Human Services

DBH – Division for Behavioral Health

DHHS – Department of Health and Human Services

## 7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are achieved and monitored monthly to measure the effectiveness of the agreement:
- 7.2. Measure 1 – Complete review and identification of information gaps by December 31, 2017.
- 7.3. Measure 2 – Complete data collection and analysis by January 31, 2018.
- 7.4. Measure 3 – Workgroups complete review by March 31, 2018.
- 7.5. Measure 4 – Final synthesis of information no later than July 1, 2018.
- 7.6. The Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

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9/14/17



## Exhibit B

### Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This contract is funded with funds from the Centers for Medicare and Medicaid Services, Balancing Incentive Program, CFDA #93.778, Federal Award Identification Number (FAIN), 05-1505NHBIPP.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Work in compliance with funding requirements. Failure to meet the scope of work may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
  - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than thirty (30) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to donna.walker@dhhs.nh.gov or invoices may be mailed to:  
  
Donna Walker, Financial Administrator  
Department of Health and Human Services  
Division of Behavioral Health  
105 Pleasant Street  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Work and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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# Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Antioch University dba Antioch University New

Bidder/Contractor Name: England

SS-2018-DBH-03-TENYR (10-Year Plan

Budget Request for: Facilitation

(Name of RFP)

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$38,860.00	\$ 18,264	\$ 57,124.20	NICRA = 47% MTDC
2. Employee Benefits	\$5,304.39	\$ 2,493.06	\$ 7,797.45	
3. Consultants	\$ 53,220.00	\$ 23,227.40	\$ 76,447.40	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 3,600.00	\$ 1,692.00	\$ 5,292.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 100,984.39</b>	<b>\$ 45,676.66</b>	<b>\$ 146,661.05</b>	

Indirect As A Percent of Direct

45.2%

Contractor Initials: boe

Date: 9/14/17

## AUNE DHHS Budget Justification

### Budget and Cost Effectiveness

The itemized budget lists and describes all proposed program costs, with justification. All listed costs are necessary to achieve project objectives and allowable per applicable regulations and cost accounting principles. The budget is reasonable in relation to the objectives and scope of the project, and adequate to support required services and activities. The requested costs, in combination with existing Antioch University New England resources, are adequate to successfully complete the project. Antioch University New England has the capability and experience to manage grant awards and provide required monthly invoices.

The budget primarily consists of personnel costs to carry out the project in light of the compressed timeline. The personnel costs include time associated with stakeholder engagement, conducting the needs assessment, culling the literature, report writing, and ongoing technical assistance to the Department. We anticipate travel for the BHI co-leads and evaluator for three in-person meetings with BBH and three in-person meetings with the Advisory Team, in Concord. Additional monthly meetings with BBH/Advisory Board will take place via Zoom videoconferencing. BHI will develop the structure, process, and facilitation plan for work groups and focus groups. They will also train work and focus group facilitators as necessary. The Department will handle arrangements/costs associated with work and focus group facilitation and documentation. It also assumes that the Department will handle the all arrangements/costs associated with graphic design and communication and dissemination of the report.

Organization	Personnel	Role
Center for Behavioral Health Innovation	Jim Fauth, PhD & George Tremblay, PhD Megan Edwards, PsyD	Project leads and Evaluators
New Hampshire Center for Public Policy Studies	Steve Norton, MPP	Additional analyses of archival data; expert consultation, state systems
Independent Consultants	Louise Weed, MS	Project coordinator, facilitator
	Alexander Blount, Ed.D	Behavioral Health Integration
	Cassie Yackley, PsyD	Trauma Data, State Systems

Drs. Jim Fauth and George Tremblay will be the project leads. They bring decades of experience as external facilitators and evaluators on statewide and regional behavioral health projects. Currently, they serve as external evaluators for more than ten NH-based behavioral health projects. They recently facilitated the development of the Project Plan for Region 1 of NH's Integrated Delivery Networks project under the federal Medicaid Transformation Waiver.

Dr. Alexander Blount will contribute expertise in integrating behavioral health within healthcare settings. Dr. Blount is recognized as a national behavioral health integration thought leader. Together with Drs. Fauth and Tremblay, Dr. Blount recently completed a needs assessment/gap analysis and strategic plan for NH's integrated behavioral health workforce.

Dr. Cassie Yackley is a regional trauma training and sensitivity expert. She will bring her years of experience working and providing technical assistance within the NH Community Mental Health and School systems. Currently, Cassie is bringing trauma sensitivity to community mental health centers, schools, and communities throughout NH.

AUNE will contract with Louise Weed to serve as project coordinator. Louise has a master's degree in health policy and management from the Harvard School of Public Health. She is an experienced quality improvement officer and change agent in healthcare settings with strong relationship, facilitation, and project management skills. Louise now works as an independent consultant.

AUNE will contract with Dr. Steve Norton of the New Hampshire Center for Public Policy Studies to conduct additional analyses of archival data – as necessary – to inform the needs assessment and gap analysis (see below). Steve will also lend his years of experience navigating NH's systems and politics to the project team. Steve is a highly respected and sought after policy analyst in NH.

<b>AUNE Personnel</b>		
<b>Co-leads</b>	Drs. Jim Fauth and George Tremblay will dedicate a <i>combined</i> .022 FTE to the project	\$30,360
<b>Sr. Evaluator</b>	Dr. Megan Edwards will dedicate 0.10 FTE to the project	\$8,500
<b>Benefits</b>	Per Antioch University standard benefit package	\$5,304.
<b>Total AUNE Personnel</b>		<b>\$44,164.39</b>
<b>Subcontracts</b>		
<b>Analyst</b>	We will contract with the Steve Norton of the New Hampshire Center for Public Policy Studies to conduct analysis of archival data and expert consultation on state systems	\$12,000
<b>Consultant</b>	Dr. Alexander Blount will dedicate 4 hours per month (.025 FTE) to the project at \$225/hour	\$8,100
<b>Consultant</b>	Dr. Cassie Yackley will dedicate 4 hours per month (.025 FTE) to the project at \$120/hour	\$4,320
<b>Project Coordinator</b>	We will contract with Louise Weed (independent contractor) for project facilitation and coordination 1C	\$28,800
<b>Total Subcontracts</b>		<b>\$52,220</b>
<b>Travel</b>		
<b>Meetings and focus groups</b>	We estimate that the project leads and the project coordinator will travel about 200 miles/month from Keene/Boston to Concord to meet with DHHS/BBH (5 round trip meetings in Concord) and the Advisory Team (3 round trip meetings in Concord), as well as attend selected workgroups and focus groups (~5 focus groups, around the state). Approximately 3000 miles, reimbursed at GAO POV rate (\$0.535/mile)	\$3,600
<b>Total Travel</b>		<b>\$1,600</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$100,984.39</b>
<b>INDIRECT COSTS AT 14% MODIFIED TOTAL DIRECT COSTS (FEDERAL)</b>		<b>\$14,137.81</b>
<b>NEGOTIATED INDIRECT COST RATE AGREEMENT (ATTACHED)</b>		<b>\$14,137.81</b>
<b>TOTAL DIRECT PLUS INDIRECT COSTS</b>		<b>\$115,122.20</b>

# COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1310536640A1

DATE: 07/20/2015

ORGANIZATION:

FILING REF.: The preceding  
agreement was dated  
01/14/2010

Antioch University

150 E. South College Street

Yellow Springs, OH 45387-1635

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

## SECTION I: Facilities And Administrative Cost Rates

RATE TYPES:    FIXED            FINAL            PROV. (PROVISIONAL)    PRED. (PREDETERMINED)

### EFFECTIVE PERIOD

TYPE	FROM	TO	RATE(%) LOCATION	APPLICABLE TO
PRED.	07/01/2014	06/30/2015	45.80 On Campus	All Programs
PRED.	07/01/2015	06/30/2018	47.00 On Campus	All Programs
PRED.	07/01/2015	06/30/2018	21.00 Off Campus	All Programs
PROV.	07/01/2018	06/30/2020		Use same rates and conditions as those cited for fiscal year ending June 30, 2018.

### \*BASE

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

ORGANIZATION: Antioch University

AGREEMENT DATE: 7/20/2015

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ORGANIZATION: Antioch University

AGREEMENT DATE: 7/20/2015

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**SECTION II: SPECIAL REMARKS**

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**TREATMENT OF FRINGE BENEFITS:**

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

**TREATMENT OF PAID ABSENCES**

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment Definition: Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

**FRINGE BENEFITS:**

PICA  
TIAA/CREP  
Disability Insurance  
Worker's Compensation  
Life Insurance  
Unemployment Insurance  
Health Insurance  
Tuition Remission  
Dental Insurance  
Long Term Care Insurance

The next indirect cost proposal based on actual results of fiscal year ending 06/30/2017 is due in our office 12/31/2017.

ORGANIZATION: Antioch University

AGREEMENT DATE: 7/20/2015

### SECTION III: GENERAL

#### A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

#### B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

#### C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

#### D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

#### E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

#### BY THE INSTITUTION:

Antioch University

(INSTITUTION)

(SIGNATURE)

Timothy G Jordan

(NAME)

Vice Chancellor + CFO

(TITLE)

9/24/15

(DATE)

#### ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -A

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

7/20/2015

(DATE) 8075

#### HHS REPRESENTATIVE:

Ernest Kinner

Telephone:

(214) 767-3261



### 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;

*[Signature]*  
9/14/17



- 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.

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9/14/17

New Hampshire Department of Health and Human Services  
Exhibit C



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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

*[Signature]*  
9/14/17



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

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9/14/17



- 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.

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

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*9/14/17*



**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.





**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

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9/14/17

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

40 Avon Street, Keene, Cheshire County, New Hampshire 03431

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

Contractor Name: Antioch University, dba Antioch University  
New England

9/14/17  
Date

Barbara V. Andrews  
Name: Barbara V. Andrews, PhD  
Title: Interim Provost, Antioch University New  
England



**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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Antioch University, dba Antioch University  
New England

9/14/17  
Date

Barbara V. Andrews  
Name: Barbara V. Andrews, PhD  
Title: Interim Provost, Antioch University New  
England

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date

9/14/17



**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

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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 (1)(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: Antioch University, dba Antioch University  
New England

9/14/17  
Date

  
Name: Barbara V. Andrews, PhD  
Title: Interim Provost, Antioch University New  
England



9/14/17



**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

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

9/14/17

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: Antioch University, dba Antioch University  
New England

9/14/17  
Date

Barbara V. Andrews  
Name: Barbara V. Andrews, PhD  
Title: Interim Provost, Antioch University New  
England

Exhibit G

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

6/27/14  
Rev 10/21/14

Page 2 of 2

Contractor Initials

Date

BVA  
9/14/17



**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: Antioch University, dba Antioch University  
New England

9/14/17  
Date

Barbara V. Andrews  
Name: Barbara V. Andrews, PhD  
Title: Interim Provost, Antioch University New England





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.

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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

*BRH*  
9/14/17



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

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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.

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Contractor Initials

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Date 9/14/17



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

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

9/14/17  
Date

Antioch University, dba Antioch University New England  
Name of the Contractor

Barbara V. Andrews  
Signature of Authorized Representative

Barbara V. Andrews, PhD  
Name of Authorized Representative

Interim Provost, Antioch University New England

Title of Authorized Representative

9/14/17  
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: Antioch University, dba Antioch University  
New England

9/14/17  
Date

Barbara V. Andrews  
Name: Barbara V. Andrews, PhD  
Title: Interim Provost, Antioch University New  
England

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: 041969544
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_





## 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](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto: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

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.

*Bek*  
Date 9/14/17