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

Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

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July 6, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with Brandeis University (VC#392871), Waltham, MA, in the amount of \$97,407 to study the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the NH Community Mental Health and Substance Use Disorder Treatment Systems, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023 with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,  
PROHEALTH NH GRANT (100% Federal Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92202340	\$53,298
			<b>Subtotal</b>	<b>\$53,298</b>

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,  
MENTAL HEALTH BLOCK GRANT (100% Federal Funds-ARPA)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	92254120	\$44,109
			<b>Grand Total</b>	<b>\$97,407</b>

### **EXPLANATION**

The purpose of this request is to study the readiness, capability, and cost effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the New Hampshire Community Mental Health and Substance Use Disorder treatment systems in accordance with H.R.4302, Protecting Access to Medicare Act of 2014 (PAMA) and criteria as defined by the Substance Abuse and Mental Health Services Administration.

The Contractor will provide guidance, consultation, and support to the Department and conduct a comprehensive analysis of the State, Community Mental Health, and Substance Use Disorder treatment provider systems. The study will include an actuarial analysis to determine the costs and impact of risk related to potential CCBHC model implementation. The Contractor will compile a written report indicating the Department's capability and capacity to implement, and the cost-implications of implementing, a CCBHC model of service. The Department may opt to move forward with CCBHC Implementation Plan Development through a contract amendment for Phase 2.

The Department will monitor Contractor performances through the review of monthly status reports to ensure project deliverables and associated timelines are met and adhered to.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 7, 2022 through April 19, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

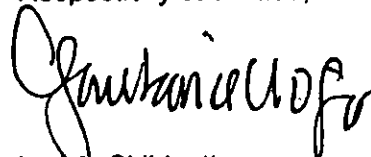
Should the Governor and Council not authorize this request the Department will lose the opportunity to understand how we may build efficiencies and increase quality of integrated community based mental health and substance use services through potentially implementing the CCBHC model.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number # 93.958, FAIN B09SM085371 and Assistance Listing Number # 93.243, FAIN H79SM080245.

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

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

**Project ID #** RFP-2023-BMHS-01-READI

**Project Title** Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)

	Maximum Points Available	Brandeis University	National Council for Mental Wellbeing
<b>Technical</b>			
Integration Advancement Experience (Q1)	10	8	8
CCBHC Experience (Q2)	50	30	10
Knowledge of NH System (Q3)	10	9	4
Analyses Provision (Q4)	30	25	7
Actuarial Interpretation & Analysis (Q5)	40	35	21
State plan amendment or other proposal drafting (Q6)	40	30	7
Stakeholder Identification & Engagement (Q7)	25	22	5
Implementation Plan Development (Q8)	25	20	9
Project Management (Q9)	25	21	14
Capacity (Q10)	30	23	17
Work Plan (Q11)	40	33	24
<b>Subtotal - Technical</b>	<b>325</b>	<b>256</b>	<b>126</b>
<b>Cost</b>			
Task Deliverables Budget Sheet (Appendix D)	70	65	15
Program Staff List (Appendix E)	20	17	15
<b>Subtotal - Cost</b>	<b>90</b>	<b>82</b>	<b>30</b>
<b>TOTAL POINTS</b>	<b>415</b>	<b>338</b>	<b>156</b>

	Reviewer Name
1	Kerri Swenson
2	Jamie Powers
3	Alyssa Cohen
4	Rebecca Ross
5	Kyra Leonard
6	Mary Brunette

	Title
	Mental Health Systems Admin.
	Director BDAS
	Deputy Director of Medicaid
	Director Children's Bureau
	Finance Administrator
	BMHS Medical Director

Subject: Readiness Study for Certified Community Behavioral Health Clinics (CCBHC) (RFP-2023-BMHS-01-READI-01)

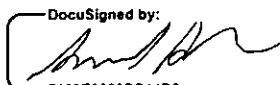
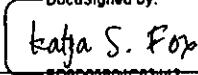
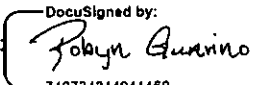
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Brandeis University		1.4 Contractor Address 415 South Street, MS 116 Waltham, MA 02453-2728	
1.5 Contractor Phone Number 781-736-2119	1.6 Account Number 010-092-4120-074-0589 JN 92254120 010-092-2340-074-0589 JN 92202340	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$97,407
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 8/9/2022		1.12 Name and Title of Contractor Signatory Samuel Solomon CFO	
1.13 State Agency Signature DocuSigned by:  Date: 8/9/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 8/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

Contractor Initials

Date 8/9/2022

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials   
Date 8/9/2022

**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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



**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT B**

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall collaborate with the NH Department of Health and Human Services (Department) to study the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the NH Community Mental Health Centers (CCMHCs) and Substance Use Disorder (SUD) treatment systems.
- 1.2. The Contractor shall ensure services under this Agreement are provided in accordance with:
  - 1.2.1. Protecting Access to Medicare Act of 2014, H.R.4032, 113<sup>th</sup> Congress (2013-2014); and
  - 1.2.2. CCBHC criteria as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA).

**1.3. Service System Analyses**

- 1.3.1. Comprehensive Analysis. The Contractor shall analyze the existing state CMHCs and SUD treatment provider systems to determine what steps will need to be taken in order to meet required SAMHSA criteria for CCBHCs. The Contractor shall analyze program requirements, including, but not limited to:
  - 1.3.1.1. Staffing;
  - 1.3.1.2. Availability and accessibility of services;
  - 1.3.1.3. Care coordination;
  - 1.3.1.4. Scope of services;
  - 1.3.1.5. Quality and other reporting; and
  - 1.3.1.6. Organizational authority, governance, and accreditation.
- 1.3.2. Capability Analysis. The Contractor shall analyze existing state and provider capabilities related to the published CCBHC model. The Contractor shall ensure the capability analysis includes, but is not limited to:
  - 1.3.2.1. Self-assessments from three (3) NH CMHCs, identified by the Department, which represent the array of providers in NH.
  - 1.3.2.2. Identification of shortfalls.
  - 1.3.2.3. Recommendations to address identified shortfalls.
- 1.3.3. Access Analysis. The Contractor shall analyze service access concerns, barriers and facilitators. The Contractor shall ensure the

**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT B**

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access analysis includes, but is not limited to:

- 1.3.3.1. Identification of gaps in access to care among people with behavioral health conditions and improvement solutions across the age continuum.
- 1.3.3.2. Facilitating an understanding of how CCBHCs can increase access to behavioral health and primary physical healthcare for individuals with behavioral health conditions in areas of concern in NH, as determined by the Department.
- 1.3.4. Services Analysis. The Contractor shall conduct a CCBHC behavioral health services analysis of the CMHCs and SUD treatment systems. The Contractor shall ensure the services analysis includes, but is not limited to:
  - 1.3.4.1. Identification of current and new elements necessary for NH CMHCs to meet CCBHC requirements.
  - 1.3.4.2. Review of services outlined in NH's behavioral health administrative rules and managed care contracts.
  - 1.3.4.3. Review of services and programs within the NH SUD Continuum of Care System.
- 1.3.5. Quality Metrics and Monitoring Analysis. The Contractor shall conduct a quality metrics and monitoring analysis, as required by the CCBHC model. The Contractor shall ensure the quality metrics and monitoring analysis:
  - 1.3.5.1. Incorporates current Department and managed care quality monitoring; and
  - 1.3.5.2. Identifies current and new elements of quality monitoring needed for NH CMHCs and SUD treatment providers to meet CCBHC requirements.
- 1.3.6. Data Capacity and Information Technology Analysis. The Contractor shall conduct a data capacity and information technology analysis. The Contractor shall ensure the analysis includes, but is not limited to examination of:
  - 1.3.6.1. Data collection at the Department and CCBHC levels required to support the CCBHC model.
  - 1.3.6.2. Data reporting at the Department and CCBHC levels required to support the CCBHC model.
- 1.3.7. The Contractor shall assist the Department to estimate the actual cost of full access, service delivery, and quality monitoring at three (3) representative CMHCs in order to inform the actuarial analysis and



**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT B**

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development of a state plan amendment.

- 1.3.8. Actuarial Analysis. The Contractor shall provide guidance to the Department, on a plan to conduct an analysis that applies financial and statistical theories to determine the costs and impact of risk related to CCBHC service model implementation in NH.
- 1.3.9. Medicaid Plan, Statute, Rule and Regulation Analysis. The Contractor shall examine which state statutes, rules and regulations require development or modification to support the implementation of the CCBHC model. The Contractor shall ensure the analysis includes, but is not limited to the examination of:
  - 1.3.9.1. Rules and regulations that address service delivery to Medicaid beneficiaries.
  - 1.3.9.2. Licensing and certification.
  - 1.3.9.3. Other items as identified by the Department.
- 1.3.10. The Contractor shall compile written reports for each analysis detailed above and submit the report to the Department in accordance with Section 1.5. Reporting Requirements, Table 1, Service System Analyses Reporting, below. Upon the completion and submission of each report, the Contractor shall collaborate with and provide guidance to the Department to review; identify and answer questions; synthesize; and summarize results of each report.
- 1.3.11. The Contractor shall meet with the Department at a frequency and via a method approved by the Department to ensure project goals and timelines are being met and contract deliverables are being achieved.
- 1.3.12. Contingent upon outcomes of the Service System Analyses, indicating the Department's capability and capacity to implement and the cost-effectiveness of implementing, a CCBHC model of service across the NH community mental health and substance use disorder treatment systems, the Department may opt to move forward with CCBHC Implementation Plan Development through a contract amendment for Phase 2.

**1.4. Project Outcomes**

- 1.4.1. The Department will monitor outcomes of the Contractor through regularly scheduled meetings and the review of monthly status reports to ensure the following:
  - 1.4.1.1. Capacity analyses and implementation plans meet specific CCBHC certification criteria.
  - 1.4.1.2. Cost assessment, actuarial activities and plans for payment model are sufficient to enable state planning.

**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT B**

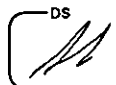
1.4.1.3. Analyses and documents support a successful state plan amendment submission or other Department-approved submission to Centers for Medicare & Medicaid Services (CMS) to support CCBHC implementation.

**1.5. Reporting**

1.5.1. Service System Analyses Reporting Requirements

1.5.1.1. The Contractor shall prepare and submit the following written reports to the Department, in accordance with Table 1, Phase 1- Service System Analyses Reporting, below.

Table 1, Phase 1 - Service System Analyses Reporting		
Report	Description	Due Date
Monthly Status Reports	Progress of activities including: <ul style="list-style-type: none"> <li>• Accomplishment(s)</li> <li>• Current tasks and action items including responsible parties</li> <li>• Challenges</li> <li>• Resolutions to challenges</li> <li>• Open issues</li> <li>• Work plan revision requests and approved changes</li> </ul>	<i>No later than the <b>20<sup>th</sup> day of each month</b></i>
Capability Analysis Report	Analysis of CMHC, substance use disorder treatment provider, and state self-assessments with final report and review of recommendations.	<i>No later than <b>120 days</b> after Contract Effective Date</i>
Access Analysis Report	Analysis of access gaps and improvement solutions, including the costs for the solutions, with written report of findings and recommendations.	<i>No later than <b>150 days</b> after Contract Effective Date</i>
Service Analysis Report	Analysis of required improvements and recommendations for state requirements for CCBHC model in written report.	<i>No later than <b>180 days</b> after the Contract Effective Date</i>
Actuarial Planning Report	Guidance on and collaboration with the Department to develop a plan to conduct an <i>actuarial analysis</i> of CCBHC service model implementation in NH in written report.	<i>No later than <b>180 days</b> after the Contract Effective Date</i>
Data Capacity and IT Analysis Report	Analysis of data capacity and IT with recommendations in written report.	<i>No later than <b>210 days</b> after the Contract Effective Date</i>
Regulatory Report	Analysis of changes to NH regulations needs with recommendations in written report.	<i>No later than <b>240 days</b> after the Contract Effective Date</i>



**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
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Final Phase 1 Service System Analyses Report	Comprehensive analysis of the readiness, capacity, and capability of implementing a CCBHC model of service delivery with the NH community mental health system including implementation costs and recommendations.	<i>No later than <b>270 days</b> after the Contract Effective Date</i>
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- 1.5.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.5.3. The Contractor shall meet with the Department, a minimum of monthly, to actively and regularly collaborate to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

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

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

**3.2. Credits and Copyright Ownership**

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human

**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT B**

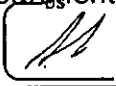
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Services.”

- 3.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.2.3.1. Brochures.
  - 3.2.3.2. Resource directories.
  - 3.2.3.3. Protocols or guidelines.
  - 3.2.3.4. Posters.
  - 3.2.3.5. Reports.
- 3.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor shall keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department



**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT B**

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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.

**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT C**

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 79% Federal funds, Mental Health Block Grant (MHBG), as awarded on 5/17/21, by the Substance Abuse and Mental Health Services Administration, CFDA 93.958, FAIN B09SM085371.
  - 1.2. 21% Federal funds, ProHealth NH: New Hampshire Partnerships to Improve Health & Wellness for Young People with SED and SMI, as awarded on 8/10/21, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA# 93.243, FAIN# H79SM080245.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be made upon completion and approval by the Department of the deliverables as specified in Exhibit C-1, Phase 1, Service System Analyses, Task Deliverables Budget Worksheet.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than 30 days after completing the deliverables as specified in Exhibit C-1, Phase I, Service System Analyses, Task Deliverables Budget Worksheet. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

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



**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT C**

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5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services  
Readiness Study for Certified Community Behavioral Health Clinics (CCBHC)  
EXHIBIT C**

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- 8.4. 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.

**Exhibit C-1  
Phase 1 - Service System Analyses - Task Deliverable Budget Worksheet**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Contractor Name:** Brandeis University

**Project Title:** State Readiness Assessment for CCBHC

**Budget Period:** July 1, 2022 through June 30, 2023 (SFY2023)

Task Deliverable	Funded by DHHS contract share	
	Timeline/Due Date	Amount
Monthly Status Reports	Due no later than the 20th day of each month	\$ 7,788.00
Capability Analysis Report	No later than <u>120 days</u> after Contract Effective Date	\$ 15,975.11
Access Analysis Report	No later than <u>150 days</u> after Contract Effective Date	\$ 15,975.11
Service Analysis Report	No later than <u>180 days</u> after the Contract Effective Date	\$ 15,975.11
Actuarial Planning Report	No later than <u>180 days</u> after the Contract Effective Date	\$ 15,145.00
Data Capacity and IT Analysis Report	No later than <u>210 days</u> after the Contract Effective Date	\$ 5,286.78
Regulatory Report	No later than <u>240 days</u> after the Contract Effective Date	\$ 5,286.78
Final Phase 1 Service System Analyses Report	No later than <u>270 days</u> after the Contract Effective Date	\$ 15,975.11
	<b>TOTAL</b>	<b>\$ 97,407.00</b>



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

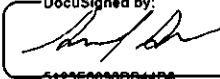
Place of Performance (street address, city, county, state, zip code) (list each location)

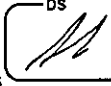
Check  if there are workplaces on file that are not identified here.

Vendor Name: Brandeis University

8/3/2022

Date

DocuSigned by:  
  
 Name: Samuel Solomon  
 Title: CFO

Vendor Initials   
 Date 8/3/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name: Brandeis University

8/3/2022

Date

DocuSigned by:  
  
Name: Samuel Solomon  
Title: CFO

Vendor Initials   
Date 8/3/2022



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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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





New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Brandeis University

8/3/2022

Date

DocuSigned by:
[Signature]
Name: Samuel Solomon
Title: CFO

Contractor Initials [Signature]
Date 8/3/2022





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

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

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

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

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

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

Exhibit G

Contractor Initials 

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Brandeis University

8/3/2022

Date

DocuSigned by:

Name: Samuel Solomon  
Title: CFO

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Brandeis University

8/3/2022

Date

DocuSigned by:

Name: Samuel Solomon

Title: CFO



## New Hampshire Department of Health and Human Services

## Exhibit I

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

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

**(1) Definitions.**

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



New Hampshire Department of Health and Human Services

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

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Contractor Initials 

Date 8/3/2022



New Hampshire Department of Health and Human Services

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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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

**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 Associate possesses

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Contractor Initials 

Date 8/3/2022



New Hampshire Department of Health and Human Services

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 

Date 8/3/2022





New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Brandeis University

The State by:

Name of the Contractor

*Katja S. Fox*

*Samuel Solomon*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Samuel Solomon

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

CFO

Title of Authorized Representative

8/3/2022

8/3/2022

Date

Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Brandeis University

8/3/2022

Date

DocuSigned by:

Name: Samuel So Tomon

Title: CFO



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

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

           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: _____

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

Handwritten initials in a box with "DS" above them.

## New Hampshire Department of Health and Human Services

### Exhibit K

### 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

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

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.).



## New Hampshire Department of Health and Human Services

### Exhibit K

### 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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Handwritten initials in blue ink, possibly "MS", written over a rectangular box.

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

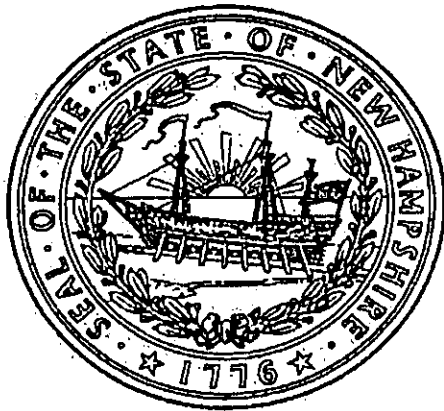
## Department of State

### CERTIFICATE

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

Business ID: 893140

Certificate Number: 0005830631



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of July A.D. 2022.

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

David M. Scanlan  
Secretary of State



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

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

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

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

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

DATED: July 18, 2022

ATTEST:

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

Orla C. O'Brien  
Assistant Secretary of the Brandeis Board of Trustees

These bylaws reflect the revisions voted at the meeting of the Board of Trustees on April 12, 2022.

## **Article I: The Corporation**

The Corporation of Brandeis University shall consist of not more than fifty (50) voting Trustees, as provided under the terms of the Charter, Chapter 326 of the Laws of 1937 of the Commonwealth of Massachusetts, as amended by Chapter 257 of the Acts of 1961, as further amended by Chapter 371 of the Acts of 1968, and as further amended by Chapter 354 of the Acts of 1973.

## **Article II: Trustees and Terms of Trustees**

### **Section A: Election of Trustees**

1. The Board of Trustees shall be self-perpetuating.
2. **Nomination and Election:**
  - a. The Nominating and Governance Committee shall screen potential nominees, investigating and assessing their suitability for consideration as Trustees, and determining whether to recommend to the Board of Trustees an individual for nomination as a Trustee.
  - b. The Nominating and Governance Committee shall submit a biographical summary and such other information it may deem useful of any individual it recommends for membership on the Board of Trustees.
  - c. Upon submission of the nomination to the Board of Trustees, and if the nominee has expressed a willingness to serve, the Chair of the Board of Trustees shall conduct a vote in accordance with the provisions of Article IV, Section B, 2a. of these Bylaws.
  - d. The Chair shall declare that an individual has been duly elected, if, with a majority of the eligible Trustees voting, three-quarters (3/4) of the votes cast are affirmative. The Chair of the Board of Trustees shall thereupon notify the individual.
  - e. The Nominating and Governance Committee shall establish a regular process of evaluating the participation of each Trustee throughout his or her term.
3. **Term of Office:**

A Trustee, regularly elected in the above-prescribed manner, shall serve for a period of four (4) years. If the Trustee is elected on or before December 31, his or her term will be deemed to have begun immediately following the prior spring Commencement; if elected on or after January 1, his or her term will be deemed to have begun immediately following the next spring Commencement. Subject to the limitations of subparagraphs (b) and, below, the Board of Trustees may, at its discretion, elect a Trustee to additional four (4) year terms. The re-election of a Trustee for a second or third term shall not be a formality. The Nominating and Governance Committee shall first evaluate each Trustee eligible for re-election to the Board before nominating such Trustee for an additional term, subject to re-election by the Board.

- a. No Trustee, except as noted in subparagraph (c) and (e), shall serve more than twelve (12) years in total, but any incumbent Board Chair who shall have attained twelve (12) years of service, but who is in the midst of a term, may complete that term. Consecutive years of service shall include all years served, whether as a regular Trustee, Alumni Term Trustee, Chair of the Fellows of the University, President of the Brandeis Alumni Association, or President of the Brandeis National Committee.
- b. Any Trustee who as of January 25, 2022: 1) will have served a total of at least twelve (12) years, or 2) will be in the midst of their third four-year term, shall be elected to a final four-year term ending immediately after Commencement 2026.
- c. Leaves of absence may be granted to voting Trustees on a case-by-case basis, upon recommendation of the Chair and a majority vote of the Board of Trustees.

### **Section B: Alumni Term Trustees**

The membership of the Board of Trustees shall include four (4) Alumni Term Trustees, each serving for a term of four (4) years, as voting members of the Board, and elected in accordance with the procedures for the election of regular Trustees set forth in Article II, Section A 2. a to d.

1. The terms of the four (4) Alumni Term Trustees shall be so staggered that one (1) shall be elected each year.
2. An individual serving for the unexpired portion of the term of an Alumni Term Trustee may, upon the conclusion of that term, be immediately elected to a full, four-year term as and Alumni Term Trustee, provided the unexpired term portion did not exceed two years. The unexpired portion of the term of an Alumni Term Trustee that is equal to or exceeds two years shall be considered a full term for purposes of election in accordance with the provisions of Section B. 3. below.
3. An Alumni Term Trustee, upon completion of his or her term, shall not succeed to another Alumni term, except as noted in Section B. 2 above. Such Trustee, however, shall be eligible for election by the Board of Trustees under provisions of Section A. 2.

### **Section C: Other Representative Trustees**

The Chair of the Board of Fellows of Brandeis University, the President of the Brandeis National Committee, and the President of the Brandeis Alumni Association shall, upon entering into incumbency of such office and upon approval of the voting Trustees, become voting members of the Board of Trustees, unless any such person is already serving as a Trustee. Any person so elected by the Board of Trustees by virtue of one of the foregoing particular offices shall serve only during his or her incumbency in that office. Upon termination of such incumbency, membership on the Board of Trustees of such person shall automatically expire.

### **Section D: Trustees Emeriti/Ae**

1. When a Trustee leaves the Board due to resignation or term expiration, he or she will be eligible to be elected a Trustee Emeritus/a if he or she has served a minimum of two terms and has provided distinguished and meritorious service and leadership, and has



made exceptional contributions, to the University. In that regard, the Nominating and Governance Committee shall assess a potential candidate with regard to the degree of his or her exemplary leadership behavior, philanthropic contributions, the extent of time and energy devoted to the University and the extent of specialized expertise needed to advance the University's strategic priorities, and with a potential candidate being required to meet at least three of those four criteria at a level above and beyond that normally expected of a Trustee.

2. A Trustee Emeritus/a is not a voting member of the Board of Trustees and is not included in the count of Trustees established by the Charter of the Corporation. A Trustee Emeritus/a automatically becomes a Fellow as described in Article VIII.

### **Section E: Removal or Suspension of a Trustee or Officer of the Board**

A Trustee or Officer of the Board may be removed or suspended from office for cause deemed sufficient by those voting for such removal in accordance with the provisions set forth in Article IV, Section B, 2.b, ii.

## **Article III: Officers and Terms of Service**

### **Section A: Officers of the Corporation**

The Officers of the Corporation shall be a Chair (designated in the Charter as the President) of the Board of Trustees, up to three (3) Vice Chairs (designated in the Charter as the Vice Presidents), a Treasurer, a Secretary, an Assistant Treasurer, and an Assistant Secretary/Clerk.

### **Section B:**

1. Each of the Officers shall be elected from the voting membership of the Board of Trustees upon nomination by the Nominating and Governance Committee, except the Treasurer, Assistant Treasurer and the Assistant Secretary/Clerk, and shall be elected by the Board of Trustees at the Annual Meeting or at such other designated meeting, with proper notice, by the Board of Trustees. The duly elected Officers of the Corporation shall assume their respective offices immediately upon the conclusion of the spring Commencement exercises of the University, unless the election of an officer is for the purpose of filling an existing vacancy, in which case the position will be filled immediately or upon a future date specified in the vote.
2. The term of office of the Chair, Vice Chair(s) and Secretary shall be three (3) years, running concurrently with the term of the Chair of the Board of Trustees, and the Vice Chair(s) shall be eligible to serve in the same office for a second consecutive term. The term of office of the Secretary shall be limited to one three-year term, and shall not be eligible for election to an additional consecutive term. Any other Officer who has served in the same office for two (2) consecutive terms shall not be eligible for election in that office for an additional consecutive term. [The September 14, 2016 amendment concerning Officer terms running concurrently with the Chair's term shall take effect upon the next occurring expiration of each Officer's term after that date. Upon such expiration, the next elected Officer's term in each office shall be for the remainder of the

Chair's then current term, and shall be treated as a full term for purposes of determining eligibility for re-election to that office.]

3. A vacancy occurring in any office of the Corporation, except that of Treasurer, Assistant Treasurer and Assistant Secretary/Clerk, shall be filled by election of a successor from the voting membership of the Board of Trustees upon nomination by the Nominating and Governance Committee. Such successor's term shall run concurrently with the term of the Chair of the Board of Trustees and shall be treated as a full term for purposes of determining eligibility for re-election to that office.
4. Upon the President's recommendation, the Board of Trustees appoints the Treasurer, Assistant Treasurer and Assistant Secretary/Clerk from among the full-time employees of the University. The Assistant Secretary/Clerk shall be a resident of the Commonwealth of Massachusetts.

## **Article IV: Powers of Trustees**

### **Section A: The Board of Trustees**

1. The Board of Trustees is the governing body of the Corporation, and has full power to determine all questions relating to the management of the Corporation and to control and fix its corporate and educational policies. Without limiting the foregoing, the Board of Trustees has power, in behalf of the Corporation, to acquire property, and to enter into contracts and to fix the terms of any such acquisition or disposition of property and of any such contracts, to borrow money or otherwise incur indebtedness and issue negotiable or other obligations of the Corporation and to secure the same by mortgage, pledge, or other lien, or otherwise upon any part of the property or assets of the Corporation.
2. **Executive Committee**
  - a. **Membership** The Executive Committee shall include the Chair of the Board of Trustees, who shall serve as Chair of the Executive Committee; the Vice Chairs of the Board of Trustees, who shall serve as Vice Chairs of the Executive Committee; the President of the University; and the Chairs of the Standing Committees as set forth in Article IV, Section A.3.c. below. There may also be up to two at-large members of the Executive Committee elected for a term of one year each from among the voting Trustees by the Board of Trustees upon recommendation of the Nominating and Governance Committee.
  - b. **Powers and Duties**
    1. The Executive Committee shall serve as a resource to the President for consultation and advice, and, subject to the limitations set forth in subparagraphs (2), (3) and (4) below, in the intervals between meetings of the Board of Trustees, is authorized to exercise the powers of the Board of Trustees. In the exercise of such powers, the Executive Committee shall take action on issues or matters of importance when a majority of the Committee determines that there is a reason to so act.
    2. The following powers are reserved to the Board alone and may not be delegated to the Executive Committee:
      - i. to authorize amendment of the Charter;

- ii. to authorize a merger or consolidation of the Corporation;
    - iii. to authorize dissolution of the Corporation; and
    - iv. to initiate a bankruptcy proceeding
  3. Unless specifically authorized by the Board of Trustees, the Executive Committee may not:
    - i. elect or remove trustees; or elect or remove the President or the Provost; or grant tenure to or remove a tenured member of the faculty; or appoint or remove any member of the staff or non-tenured member of the faculty.
      - ii. amend the Bylaws of the University; authorize the opening or closing of any school or academic department of the University; or award degrees.
      - iii. adopt or amend annual operating or capital budgets; authorize any unbudgeted facility, project, debt, or buy or sell property beyond Board-approved guidelines; or set tuition or fees,
      - iv. set the compensation of the President.
  4. The Board of Trustees may reverse or modify any vote of the Executive Committee, but no such reversal or modification shall nullify or impair any payment, purchase, sale, contract, or definitive commitment made under the authority of the Executive Committee.

#### **c. Meetings**

1. The Executive Committee shall meet at the call of the Chair of the Board or upon vote of the Executive Committee or whenever not fewer than three members of the Executive Committee so request in writing.
2. A majority of the members of the Executive Committee, including the Chair or one Vice Chair of the Board, shall constitute a quorum. Actions of the Executive Committee shall be by majority vote of the Committee. Members may participate by telephone conference only at the discretion of the Chair. Notice of meetings may be sent by facsimile or electronic mail. Summary minutes of the meetings shall be distributed to the Board of Trustees reasonably promptly following the meeting of the Executive Committee.

#### **3. Other Committees**

- a. The Board of Trustees may establish such Committees, in addition to the Executive Committee, as it deems proper and advisable, may assign their duties and responsibilities (except that no such assignment shall, in the absence of approval of the Board, grant any Committee power to take any action reserved in the Charter or Bylaws to the Board), and subject to the terms of the corporate Charter and these Bylaws, may delegate authority to Committees and their Chairs and Vice Chairs. Authority granted to standing and ad hoc committees to act on behalf of the Board of Trustees shall be confirmed annually. The Chair of the Board of Trustees shall appoint Committee members, Chairs and Vice Chairs of such Committees, with Chair appointments subject to the approval of the Nominating and Governance Committee. Committee Chairs and Vice Chairs must be voting Trustees, unless otherwise specifically authorized by the Executive Committee.
- b. Committee Chairs and Vice Chairs shall normally be appointed for a one year term, but no Chair or Vice Chair shall serve more than a total of three consecutive years in the

same position, and may be removed by the Chair of the Board, but only after consultation with the Nominating and Governance Committee and the President.

- c. In addition to the Executive Committee, the Standing Committees of the Board of Trustees shall include but not be limited to:
  1. Academy
  2. Diversity, Equity, and Inclusion
  3. Institutional Advancement
  4. Investment
  5. Nominating and Governance
  6. Resources
  7. Risk Management and Audit
  8. Student Life
- d. With the prior approval of the Chair of the Board of Trustees, each Standing Committee may establish subcommittees.
- e. The Chair of the Board of Trustees shall have the authority to establish ad hoc Committees and to appoint Committee members, Chairs and Vice Chairs of such Committees. Committee Chairs and Vice Chairs must be voting Trustees, unless otherwise specifically authorized by the Executive Committee. Members of Committees may be Trustees or non-Trustees, but only Trustees may vote on Committee matters.
- f. Each Committee member shall be familiar with and comply with the University's Conflict of Interest Policy for Trustees, Officers and Committee Members.
- g. The Standing Committees shall have the authority as stated in their mandates, which shall be annually approved by the Board of Trustees.

## **Section B: Voting**

1. There shall be no proxy voting.
2. All actions of the Board of Trustees, including regular resolutions, elections and appointments, shall be by majority vote of those present at a duly called meeting where a quorum is present, except for the following:
  - a. an affirmative vote of three-quarters of the voting Trustees in attendance at a regularly scheduled meeting of the Board of Trustees shall be required to elect a Trustee or an Officer of the Board,
  - b. a two-thirds ( $2/3$ ) affirmative vote of the Trustees eligible to vote, shall be necessary:
    - i. to establish, suspend or discontinue the operation of any school or academic department of the University;
    - ii. to remove from office a Trustee or Officer of the Board of Trustees for cause deemed sufficient by those voting for such removal.
3. In the absence of a duly called meeting of the Board of Trustees, votes of the Board of Trustees may be taken by electronic mail or facimile. An action is deemed approved by electronic vote if approved in the affirmative by a majority of Trustees eligible to vote, unless a greater number of votes is required by a specific provision of the Bylaws, in which case the requirements of that provision shall prevail.

## **Section C: Quorum**

A majority of the total number of members of the Board of Trustees eligible to vote shall be necessary to constitute a quorum at any regular or special meeting of the Board of Trustees. Trustees may participate in a meeting of the Board of Trustees by telephone, video or web conference at the discretion of the Chair.

## **Article V: Duties of Officers**

### **Section A: The Chair**

The Chair of the Board of Trustees shall have the powers and perform the duties customarily belonging to such office. The Chair shall serve as a resource to the President for consultation and advice. The Chair shall preside at all meetings of the Board of Trustees and is responsible for the preparation of the agenda of meetings of the Board of Trustees, and the appointment of the Chair, Vice Chairs and all members of Standing Committees of the Board of Trustees, with Chair appointments subject to the approval of the Nominating and Governance Committee. The Chair of the Board serves as Chair of the Executive Committee of the Board of Trustees.

### **Section B: The Vice Chairs**

In the event of the absence or incapacity of the Chair of the Board of Trustees, his or her duties shall be performed by a Vice Chair designated by the Chair or, if the Chair is unable to designate a Vice Chair, elected by the Board as Chair pro tempore.

### **Section C: The Treasurer**

The Treasurer shall keep, or cause to be kept, full and accurate accounts of all receipts and disbursements of funds and complete records of all other property of the Corporation. He or she shall, in the name of the Corporation, issue, or cause to be issued, receipts for funds or other property, deposit and disburse funds, and see to the custody of all other property as the Board of Trustees shall direct. He or she shall make, or cause to be made, reports to the Board of Trustees and to others as required with respect to the financial condition of the Corporation in such form and at such intervals as the Board of Trustees shall direct; and he or she shall perform, or cause to be performed, all duties that are incident to the office of the Treasurer, subject at all times to the authority and control of the Board of Trustees. The Assistant Treasurer shall aid the Treasurer in the performance of his or her duties, and shall perform such other tasks incident thereto as the Board of Trustees may direct.

### **Section D: The Secretary**

The Secretary shall arrange, or cause to arrange, for proceedings of the Board of Trustees to be properly recorded and stored. The Secretary shall be responsible for securing the seal of the Corporation and fulfilling such other obligations as are established by corporate law in the Commonwealth of Massachusetts. The Assistant Secretary/Clerk shall aid the Secretary in the performance of his or her duties, and shall perform such other tasks incident thereto as the Board of Trustees may direct.

## **Article VI: Meetings of Trustees**

### **Section A: Annual Meeting and Other Meetings**

The Annual Meeting of the Board of Trustees shall be held each year at the University, in Waltham, Massachusetts. The Chair of the Board or the Assistant Secretary of the Corporation shall designate the meeting as the "Annual Meeting" in the call of such meeting and in all related matters. Other regular meetings shall be held on such dates and in such locations as determined by the Chair.

Special meetings shall be called by the Assistant Secretary at the request of the Chair or upon the written request to the Chair or Assistant Secretary of not fewer than ten (10) of the Trustees. The Assistant Secretary shall send notice of all regular meetings at least ten (10) days in advance. The Assistant Secretary shall send notice of all special meetings at least twenty-four (24) hours in advance, by telefax and/or electronic mail. In exigent circumstances, a special meeting may be called with a notice period of fewer than twenty-four (24) hours.

In this context, exigency shall be determined in the sole discretion of the Chair and the President. If the President is absent or incapacitated, the Chair shall consult with one or more of the Vice Chairs. Any Trustee may waive notice of any meeting, and the attendance of a Trustee at any meeting shall constitute a waiver of notice by him or her of such meeting. As provided in Article IV, Section C, Trustees may participate in regular or special meetings of the Board of Trustees, by telephone, video or web conference at the discretion of the Chair.

### **Section B:**

Notice and a copy of the agenda of a meeting of the Board of Trustees shall be sent by mail, fax or electronically to all Trustees. The Chair shall prepare the agenda. A matter that has not been set forth on the agenda shall be voted upon only with the consent of two-thirds (2/3) of the Trustees present at the meeting. Such consent shall be considered to have been given, and any objection waived, if two-thirds (2/3) or more of the Trustees at such meeting vote on such matter.

### **Section C:**

The Board of Trustees may hold any regular or special meeting, or any part thereof, in executive session with participation limited to voting Trustees with such exceptions as the Board of Trustees may provide. Any Committee of the Board of Trustees, with the approval of the Chair of the Board, may hold any regular or special meeting, or any part thereof, in executive session, with participation limited to voting members of the Board and such other individuals as may be designated by the Chair of the Committee with the concurrence of the Chair of the Board.

## **Article VII: Conflict of Interest**

1. Each trustee shall be familiar with and comply with the University's Conflict of Interest Policy for Trustees, Officers and Committee Members, as it shall be approved and amended by the Board of Trustees from time to time.

2. Subject to the terms and conditions of such policy, a Trustee may be a party to, or may be financially or otherwise interested in, a matter affecting the University, whether directly or indirectly, provided that such interest shall have been disclosed and approved in accordance with such policy prior to any action taken with respect thereto by the Board of Trustees.
3. Subject to the terms and conditions of such policy, in any matter in which a Trustee has been or may be determined to have a conflict of interest:
  - a. Such Trustee shall not be counted in determining a quorum for a meeting of the Board of Trustees;
  - b. Such Trustee shall abstain from participating in the matter and shall absent himself or herself from that part of the meeting during which such matter is under consideration, except that he or she may be invited by the Board of Trustees to make a statement to it or answer questions;
  - c. Such Trustee shall not vote on the matter; and
  - d. Such Trustee shall not use his or her personal influence in any manner with respect to such matter.

Annual confidentiality and conflict of interest statements shall be submitted by each Trustee and reviewed by the Executive Committee, pursuant to such policy and its procedures.

### **Article VIII: The Board of Fellows of Brandeis University**

The Board of Trustees may elect distinguished individuals as members of the Board of Fellows of Brandeis University for the purpose of fostering and advancing the welfare of the University. The President shall propose candidates to the Nominating and Governance Committee of the Board of Trustees, which shall present nominees for election of the Board of Trustees upon recommendation of the President of the University and the Nominating and Governance Committee.

The Chair of the Board of Fellows shall be nominated from the roster of Fellows or Trustees and shall be elected by the Board of Trustees for a three-year term and may be reelected for one consecutive three-year term. The Chair of the Board of Fellows, in consultation with the Chair of the Board of Trustees, may call meetings of the Fellows at designated times and places.

Members of the Board of Fellows shall retain their status as Life Members of the Board of Fellows of Brandeis University unless special circumstances warrant removal.

### **Article IX: Faculty and Officers of Administration**

#### **Section A: The President**

The Board of Trustees appoints the President of the University. The President, by virtue of office, is a voting member and attends all meetings of the Board of Trustees, except during an evaluation of his or her performance, following which the President shall have the opportunity of addressing any issues raised before the Board. The President also serves ex officio, in a voting

capacity, on all committees of the Board of Trustees, except the Audit and Risk Management Committee.

**Section B:**

1. The President of the University is the Chief Executive Officer of the University, charged with the responsibility for all academic, administrative, financial, and other activities and with the execution of all policies established by the Board of Trustees. The President shall be a member of each faculty.
2. The Provost, those Vice Presidents reporting directly to the President, the General Counsel, and members of the Faculty within the tenure structure are appointed or promoted by the Board of Trustees upon the recommendation of the President of the University.
3. The President may delegate to academic and administrative officers such matters as he or she may deem appropriate.

**Section C:**

1. The President of the University, or the Provost and Senior Vice President for Academic Affairs, or the Executive Vice President for Finance and Administration, or the Chief Financial Officer and Treasurer, are authorized to sign, seal and execute on behalf of the University, the following documents: acceptances of gifts; pledges of money or securities or of real or personal property; discharges of mortgages; releases, receipts and indemnity agreements; contracts and agreements pertaining to all forms of benefaction, including without limitation life income trusts, chairs, endowments, and designated physical facilities; documents related to the investment of assets; agreements relating to employment; and any and all instruments that are involved in the regular course of the University's operations, including the implementation of cash management through the execution of loans for seasonal borrowing, to open custodial accounts, and to execute applications in connection with federal and state loan authorities.
2. Further, the said officers are authorized to sign, seal and execute on behalf of the University, any document to purchase or sell real estate, goods, equipment, facilities and services, including the financing thereof through lease arrangements, in an amount not to exceed \$1.0 million per transaction, unless such transaction has been duly authorized by the Board of Trustees.
3. The President of the University alone may delegate his or her powers concerning the signing and execution of documents and instruments to other designated senior officials of the University, but only under explicit and limited circumstances.

**Article X: Faculty and Student Representatives to the Board of Trustees**

1. The Chair of the Faculty Senate and four faculty representatives to the Board of Trustees elected through a process organized by the Faculty Senate (collectively, the "faculty representatives"), shall serve as representatives to the Board of Trustees through participation in Board committees, as set forth below. Faculty representatives are not Trustees and do not vote on matters before the Board of Trustees or its Committees.



Faculty representatives participate on the Board of Trustees' committees in order to help inform their members about issues, but not to make decisions. Faculty representatives will be assigned to Committees as determined by the Chair of the Board of Trustees.

2. The Board of Trustees may authorize the election of students to serve as representatives to the Board of Trustees through participation in Board committees under such terms and procedures as it deems appropriate. Such representatives are not Trustees and do not vote on matters before the Board of Trustees or its Committees.
3. Except as provided in Article VI, Section C, student representatives attend meetings of the following committees: Academy, Student Life, and Diversity, Equity, and Inclusion, as assigned by the Chair of the Board; and faculty representatives attend meetings of the following committees: Academy, Institutional Advancement, Resources, Student Life, and Diversity, Equity, and Inclusion, as assigned by the Chair of the Board. The faculty representative to the Resources Committee shall serve as a member of the Faculty Committee on Planning and Strategy; and the faculty representative to the Diversity, Equity, and Inclusion Committee shall serve as member of the Faculty Committee on Diversity, Equity, Inclusion, and Social Justice. Faculty and student representatives receive minutes, agendas, and other documents, may recommend items to be placed on committees agendas, and speak on matters before those Committees to which the Chair of the Board has assigned them.
4. The Chair and Vice Chairs of the Board of Trustees, together with the Chairs of the Academy and Resources Committees, shall meet with the faculty representatives during regular meetings of the Board to discuss matters of concern to the faculty. The Chair of Student Life Committee and a Vice Chair of the Board of Trustees shall meet with the student representatives during regular meeting of the Board to discuss matters of concern to the students.
5. Faculty and student representatives may be invited by the Chair to non-executive session meetings of the Board from time to time.

## **Article XI: Indemnification**

1. Each Trustee, all Officers of the Corporation, all members of Board Committees, the President, the Provost, all Deans and Vice Presidents of the University, including all past incumbents of these several positions, shall be indemnified by it against all expenses actually and necessarily incurred by such individuals in connection with the defense of any action, suit, or proceeding to which he or she has been made a party by reason of his or her being or having been in such role, except in relation to matters as to which such individual(s) shall be adjudicated in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty.
2. The Board of Trustees may, in its discretion, authorize from time to time the indemnification of any person not otherwise entitled to indemnification hereunder, who is an employee or other agent of the Corporation or who serves at the request of the Corporation as an employee or other agent of an organization in which the Corporation has an interest, but only to the extent permitted from time to time by law.

**CURRENT SIGNATORY AUTHORIZATIONS**  
**Office of the General Counsel**  
**Effective Through June 30, 2023**

**A) Per the Bylaws:**

President  
Provost and Executive Vice President for Academic Affairs  
Executive Vice President for Finance and Administration  
Chief Financial Officer and Treasurer

**B) Per Prior Presidential Delegations:**

1.     The University Controller

Gift agreements, planned giving instruments, payroll tax filings, state income tax filings, documents relating to the investment of assets, and contracts to purchase goods, equipment, facilities and services. (Updated July 2014)

2.     The Vice Provost for Research Administration

Grant and contract proposals, award documents, subcontract agreements and related certifications, assurances and reports in connection with the University's sponsored research activities. (June 2005)

3.     The Associate Provost for Research Administration

Routine electronic and other standard documents re: sponsored research. (June 2005)

4.     The Director, the Associate Director, and the Assistant Director of the Office of Research Administration

Routine electronic and other standard documents re: sponsored research. (April 2018)

5.     The Chief Information Officer

Contracts, agreements and other documents pertaining to the purchase or license of information resources for the Brandeis community, to a cost threshold of \$100,000 (per license or purchase). (March 2006)

6.     The University Librarian

Contracts, agreements and other documents pertaining to the purchase or license of information resources for the Brandeis community, to a cost threshold of \$100,000 (per license or purchase). (March 2006)

7. Executive Director, Office of Technology Licensing

Agreements to license University-owned technology, Material Transfer Agreements, non-disclosure agreements re. University-owned technology, patent-related documents re. University-owned technology, waivers of University rights in technology and retainer agreements for legal counsel assisting with patent and technology transfer matters, to a cost threshold of specific dollar amounts up to \$100,000 or agreements where the dollar amount is indeterminate. (June 2005)

8. Senior Associate Provost for Academic Affairs

Contracts and agreements relating to academic affairs in an amount of \$50,000 or less. (January 2013)

9. Vice President for Campus Planning and Operations

Contracts, agreements and other documents relating to the business operations of the University to a cost threshold of \$500,000 and one year in length or less. (June 2015)

10. Director, Rose Art Museum

Contracts for the purchase and sale of works of art valued up to \$10,000. (March 2017)

11. Vice President for Student Affairs

Contracts, agreements and other documents pertaining to activities sponsored, maintained or administered by the Division of Students Affairs, or those conducted within the scope of University policies by recognized student groups, to a cost threshold of \$25,000 (per contract or purchase). (April 2018)





# Brandeis

## UNIVERSITY

Office of Research Administration

## Mission Statement

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

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

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

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

**BRANDEIS UNIVERSITY**

Financial Statements

June 30, 2021

(with summarized comparative information for June 30, 2020)

(With Independent Auditors' Report Thereon)



RSM US LLP

## Independent Auditors' Report

Board of Trustees  
Brandeis University

### Report on the Financial Statements

We have audited the accompanying financial statements of Brandeis University (the University), which comprise the balance sheet as of June 30, 2021, the related statements of activities, and cash flows for the year 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 audit. We conducted our audit 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.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the University as of June 30, 2021, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

The financial statements of the University, as of and for the year ended June 30, 2020, were audited by other auditors, whose report, dated October 28, 2020, expressed an unmodified opinion on those statements. The summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent in all material respects, with the audited financial statements from which it was derived.

*RSM US LLP*

Boston, Massachusetts  
October 27, 2021



**BRANDEIS UNIVERSITY**

## Balance Sheet

June 30, 2021

(with comparative information as of June 30, 2020)

(In thousands of dollars)

<b>Assets</b>	<b>2021</b>	<b>2020</b>
Cash and cash equivalents	\$ 40,854	\$ 39,459
Short-term investments	-	34,989
Accounts receivable, net	21,071	18,103
Notes receivable, net	6,233	7,595
Contributions receivable, net	7,679	11,751
Long-term investments	1,314,834	1,099,459
Funds held by bond trustee	16,832	30,031
Funds held in trust by others and other assets	39,025	28,177
Lease right-of-use assets, net	6,674	7,658
Property, plant and equipment, net	358,453	360,799
<b>Total assets</b>	<b>\$ 1,811,655</b>	<b>\$ 1,638,021</b>
<b>Liabilities and Net Assets</b>		
Liabilities:		
Accounts payable and accrued liabilities	\$ 39,539	\$ 30,739
Sponsored program advances	8,600	9,887
Student deposits and deferred revenue	7,391	11,079
Line of credit	-	35,000
Lease obligations	7,979	8,939
Other long-term liabilities	19,988	19,804
Long-term debt, net	280,802	292,334
<b>Total liabilities</b>	<b>364,299</b>	<b>407,782</b>
Net assets:		
Without donor restrictions	205,659	182,890
With donor restrictions	1,241,697	1,047,349
<b>Total net assets</b>	<b>1,447,356</b>	<b>1,230,239</b>
<b>Total liabilities and net assets</b>	<b>\$ 1,811,655</b>	<b>\$ 1,638,021</b>

See accompanying notes to financial statements.

## BRANDEIS UNIVERSITY

## Statement of Activities

Year ended June 30, 2021

(with summarized comparative information for the year ended June 30, 2020)

(In thousands of dollars)

	Net assets without donor restrictions	Net assets with donor restrictions	2021	2020
Operating revenues and other support:				
Tuition and fees (net of financial aid)	\$ 156,571	\$ -	\$ 156,571	\$ 174,340
Residence hall, and dining	30,189	-	30,189	37,487
Net tuition and fees, residence hall, and dining	186,760	-	186,760	211,827
Net assets utilized in operations	27,287	-	27,287	24,152
Sponsored programs – direct	51,813	-	51,813	42,830
Sponsored programs – indirect	14,573	-	14,573	14,199
Other investment income	338	-	338	1,367
Investment income from funds held in trust by others	330	-	330	328
Endowment return utilized	61,774	-	61,774	53,120
Other auxiliary enterprises	142	-	142	4,400
Other sources	7,964	-	7,964	9,303
Total operating revenues and other support	350,981	-	350,981	361,526
Operating expenses:				
Compensation	185,069	-	185,069	182,443
Employee benefits	32,083	-	32,083	41,958
Utilities and general repairs	17,497	-	17,497	17,111
Depreciation	29,023	-	29,023	28,673
Interest	10,412	-	10,412	12,266
Supplies, services, and other	71,277	-	71,277	77,923
Total operating expenses	345,361	-	345,361	360,374
Change in net assets from operating activities	5,620	-	5,620	1,152
Nonoperating activities:				
Net investment return	29,165	251,521	280,686	40,547
Endowment return utilized in operations	(6,352)	(55,422)	(61,774)	(53,120)
Net assets utilized in operations	(6,148)	(21,139)	(27,287)	(24,152)
Net assets released for capital purposes	533	(533)	-	-
Contributions	6,176	20,978	27,154	54,711
Gain on bond refinancing	-	-	-	2,666
Other changes, net	(6,225)	(1,057)	(7,282)	(4,048)
Change in net assets from nonoperating activities	17,149	194,348	211,497	16,604
Change in net assets	22,769	194,348	217,117	17,756
Net assets at beginning of year	182,890	1,047,349	1,230,239	1,212,483
Net assets at end of year	<u>\$ 205,659</u>	<u>\$ 1,241,697</u>	<u>\$ 1,447,356</u>	<u>\$ 1,230,239</u>

See accompanying notes to financial statements.

## BRANDEIS UNIVERSITY

## Statement of Cash Flows

Year ended June 30, 2021

(with comparative information for the year ended June 30, 2020)

(In thousands of dollars)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Change in net assets	\$ 217,117	\$ 17,756
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization, net	27,613	27,140
Donations of securities	(2,519)	(6,382)
Proceeds from sale of donated securities	1,734	3,683
Net realized and unrealized investment gains	(281,937)	(43,195)
Net change from funds held in trust by others	(2,014)	303
Loss on disposal of fixed assets	84	-
Contributions restricted for long-term investment	(6,460)	(17,684)
Gain on debt refinancing	-	(2,015)
Change in operating assets, net	(6,746)	(22,070)
Change in operating liabilities, net	2,821	12,231
Net cash used in operating activities	<u>(50,307)</u>	<u>(30,233)</u>
Cash flows from investing activities:		
Acquisition and construction of property, plant and equipment	(26,251)	(28,530)
Purchases of investments	(255,599)	(196,117)
Proceeds from sales and maturities of investments	354,662	203,246
Notes receivable issued	(89)	(105)
Notes receivable repaid	1,451	1,643
Net cash provided by (used in) investing activities	<u>74,174</u>	<u>(19,863)</u>
Cash flows from financing activities:		
Principal payments on bonds, notes and leases	(10,382)	(141,139)
Proceeds from issuance of bonds and notes, including premium	-	132,703
Cost of issuance of bonds and notes	(22)	(519)
Advances from line of credit	-	35,000
Payments on line of credit	(35,000)	-
Change in funds held by bond trustee	13,199	15,389
Proceeds from sale of donated securities restricted for long-term purposes	3,273	1,214
Contributions restricted for long-term investment	6,460	17,684
Net cash (used in) provided by financing activities	<u>(22,472)</u>	<u>60,332</u>
Change in cash and cash equivalents	1,395	10,236
Cash and cash equivalents, beginning of year	39,459	29,223
Cash and cash equivalents, end of year	<u>\$ 40,854</u>	<u>\$ 39,459</u>
Supplemental data:		
Interest paid	\$ 11,731	\$ 14,102
Decrease in accrued liabilities attributable to property, plant, and equipment	510	(2,623)

See accompanying notes to financial statements.

**BRANDEIS UNIVERSITY**

Notes to Financial Statements

June 30, 2021

(with comparative information for June 30, 2020)

(In thousands of dollars)

**(1) Organization**

Brandeis University (the University) is a private, not-for-profit, nonsectarian, co-educational institution of higher education with approximately 5,000 full-time equivalent undergraduate and graduate students. Established in 1948, the University offers educational programs for undergraduates in liberal arts and sciences, and graduate education and training in the arts and sciences, business, social policy and management.

**(2) Summary of Significant Accounting Policies**

**(a) Basis of Presentation**

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

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

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

For comparison purposes, the 2021 statement of activities has been presented with 2020 summarized comparative information in total but not by net asset class. This summarized 2020 information is not intended to and does not include sufficient detail to constitute a complete presentation of changes in net assets in conformity with GAAP. Accordingly, such information should be read in conjunction with the University's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

**(b) Liquidity Information**

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

**BRANDEIS UNIVERSITY**

Notes to Financial Statements

June 30, 2021

(with comparative information for June 30, 2020)

(In thousands of dollars)

**(c) Cash and Cash Equivalents**

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

**(d) Short-term Investments**

Short-term investments consist of operating funds deposited in short-term instruments, such as treasuries, with maturities at the time of purchase of less than one year, and are carried at fair value. During the fiscal year ended June 30, 2020, the University drew \$35,000 from a line of credit (note 12), and invested the proceeds in short-term investments. These short-term investments were subsequently liquidated and the line of credit was repaid during the fiscal year ended June 30, 2021.

**(e) Fair Value**

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

- Level 1 – quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities;
- Level 2 – observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and
- Level 3 – unobservable inputs are used when little or no market data is available.

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

**(f) Funds Held by Bond Trustee**

Funds held by bond trustee represents bond proceeds that will be drawn down to fund various capital projects. Funds held by bond trustee is invested in the Massachusetts Development Finance Agency's (MDFA) Short Term Asset Reserve Fund (STAR).

**BRANDEIS UNIVERSITY**

Notes to Financial Statements

June 30, 2021

(with comparative information for June 30, 2020)

(In thousands of dollars)

**(g) Funds Held in Trust by Others and Other Assets**

Funds held in trust by others (FHITBO) are perpetual trusts held in perpetuity by external trustees, as specified by the donors, and are reported by the University at fair value based on the underlying assets held by the trust. These assets are considered to be Level 3 within the fair value hierarchy. Trust income is distributed at least annually to the University in accordance with the terms of the trusts and is recorded as investment income. Changes in the fair value of the trusts are recorded as increases or decreases to net assets with donor restrictions. The University had \$11,865 and \$9,851 of FHITBO as of June 30, 2021 and 2020, respectively. Other assets include prepayments, inventories, and deferral of qualifying cloud computing arrangement implementation costs.

**(h) Leasing**

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

Lease right-of-use assets represent the University's right to use an underlying asset for the lease term. Lease obligations represent the University's liability to make lease payments arising from the lease. Operating and finance lease right-of-use assets and related obligations are recognized at commencement date based on the present value of lease payments over the lease term discounted using an appropriate incremental borrowing rate. The incremental borrowing rate is based on the information available at commencement date in determining the present value of lease payments. The value of an option to extend or terminate a lease is reflected to the extent it is reasonably certain management will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Interest expense is recognized as a component of the lease payment for finance leases.

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

**(i) Property, Plant, and Equipment**

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

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

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

**BRANDEIS UNIVERSITY**

Notes to Financial Statements

June 30, 2021

(with comparative information for June 30, 2020)

(In thousands of dollars)

**(j) Other Long-Term Liabilities**

Other long-term liabilities include liabilities associated with asset retirement obligations arising from regulatory requirements to perform certain asset retirement activities, primarily asbestos removal, at or prior to disposal of certain property. As of June 30, 2021 and 2020, the estimated liabilities were \$5,460 and \$5,472, respectively. In addition, the University carries a liability related to refundable advances received under the Federal Perkins Loan Program (the Program) as discussed in note 6. As of June 30, 2021 and 2020, those liabilities were \$2,931 and \$3,578, respectively.

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

**(k) Charitable Remainder Trusts**

The University is the beneficiary of a number of gift annuities and charitable remainder trusts, which are included in long-term investments on the balance sheet. The University initially recognizes a contribution as well as an interest in the underlying investment from which a specified amount, or percentage, of the fair value of the trusts' assets is paid to the donor or named beneficiary each year. Actuarial methods are used to calculate that portion of the investment representing the present value of the liability to the donor and that portion representing the contribution. Net contribution revenue recognized under such agreements was \$81 and \$769 for the years ended June 30, 2021 and 2020, respectively.

The fair value of interests in gift annuities and charitable remainder trusts is based on quoted market prices of underlying investments, which amount to \$26,067 and \$22,352 for the years ended June 30, 2021 and 2020, respectively.

The fair value of the liability on gift annuities and charitable remainder trusts is based on present value techniques and assumptions including life expectancy and estimated rate of return. Liabilities to the donors are recorded at the present value of the estimated future payments to be distributed over the life of the donor or named beneficiary, which amount to \$11,150 and \$10,559 for the years ended June 30, 2021 and 2020, respectively. These liabilities are valued on a recurring basis and are considered to be Level 2 within the fair value hierarchy.

**(l) Revenue Recognition**

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

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

**BRANDEIS UNIVERSITY**

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

**(m) Contributions and Sponsored Programs**

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

Contributions without donor restrictions and contributions with donor restrictions for which time or purpose restrictions have been met are reclassified to operating activities as net assets utilized in operations, unless the purpose is capital in nature. For the years ended June 30, 2021 and 2020, net assets utilized in operations include \$21,139 and \$17,667 of net assets released from restrictions, respectively. Contributions for capital purposes are reported as nonoperating activities and released from restriction when the related asset is placed into service.

Grants and contracts awarded by federal and other sponsors, which generally are considered nonexchange transactions restricted by sponsors for certain purposes, are recognized as revenue when qualifying expenditures are incurred or other conditions under the agreements are met. The University has elected the simultaneous release policy available under Accounting Standards Update (ASU) 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*, which allows a not-for-profit organization to recognize a restricted contribution directly in net assets without donor restrictions if the restriction is met in the same period that the revenue is recognized.

Federal and other sponsored grants and contracts may be subject to fiscal funding clauses or annual appropriations. The University estimates that conditional awards outstanding as of June 30, 2021 and 2020 approximate the University's recent historical annual sponsored program activity.

**(n) Allocation of Expenses**

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

**(o) Fundraising Expenses**

Fundraising expense was \$12,233 and \$12,340 for the years ended June 30, 2021 and 2020, respectively, and is classified as institutional support in note 4.



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**(p) Income Taxes**

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

**(q) Collections**

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

**(r) Nonoperating Activities**

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

Other changes, net, in the non-operating section of statement of activities include non-structural COVID-19 testing costs, which may be reimbursed by the federal government.

**(s) Estimates**

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

**(t) Related-Party Transactions**

Members of the Board may, from time to time, be associated either directly or indirectly with companies doing business with the University. The University has a written conflict of interest policy that requires each Trustee to certify compliance with such policy on an annual basis as well as disclose any potential related-party transactions. When such a relationship exists, measures are taken to mitigate any actual or perceived conflict, including requiring that such transactions be conducted at arms' length, with terms that are fair and reasonable to and for the benefit of the University.

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**(u) Recently Adopted Accounting Pronouncements**

In August 2018, the FASB issued ASU No. 2018-13, *Changes to Disclosure Requirements for Fair Value Measurements (Topic 820) (ASU 2018-13)*, which improved the effectiveness of disclosure requirements for recurring and nonrecurring fair value measurements. The amendments in this Update are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented upon their effective date. The University has adopted the new standard effective July 1, 2020 and the adoption of this guidance did not have a material impact on its financial statements.

In March 2019, the FASB issued ASU 2019-03, *Not-for-Profit Entities (Topic 958): Updating the Definition of Collections*, which modifies the definition of the term collections and requires a collection holding entity to disclose its policy for the use of proceeds when items are deaccessioned. If a collection-holding entity has a policy that allows proceeds from deaccessioned collection items to be used for direct care, it should disclose its definition of direct care. The amendments in this Update are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The University has adopted the new standard effective July 1, 2020 and the adoption of this guidance did not have a material impact on its financial statements.

**(v) Reclassifications**

Certain 2020 information has been reclassified to conform to the 2021 presentation.

**(w) Subsequent Events**

The University evaluates subsequent events for potential recognition or disclosure through October 27, 2021, the date in which the financial statements were issued.

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

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

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

	<u>2021</u>	<u>2020</u>
Tuition and fees	\$ 261,674	\$ 285,208
Less scholarships and financial aid	<u>(105,103)</u>	<u>(110,868)</u>
Tuition and fees, net	156,571	174,340
Residence hall and dining	<u>30,189</u>	<u>37,487</u>
Tuition and fees, residence hall and dining revenues	<u>\$ 186,760</u>	<u>\$ 211,827</u>

**(4) Analysis of Expenses**

Expenses by functional and natural classification for the year ended June 30, 2021 consist of the following:

	<u>Instruction</u>	<u>Sponsored Programs</u>	<u>Academic Support</u>	<u>Student Services</u>	<u>Auxiliary Enterprises</u>	<u>Institutional Support</u>	<u>Total</u>
Compensation	\$ 83,036	\$ 26,515	\$ 27,723	\$ 15,747	\$ 3,835	\$ 28,213	\$ 185,069
Employee benefits	15,300	4,006	4,881	2,557	684	4,655	32,083
Utilities and general repairs	3,528	2,387	1,622	2,346	5,613	2,001	17,497
Depreciation	5,972	4,040	2,640	3,926	9,117	3,328	29,023
Interest	2,142	1,450	947	1,408	3,271	1,194	10,412
Supplies, services, and other	<u>8,599</u>	<u>19,557</u>	<u>10,781</u>	<u>4,638</u>	<u>17,761</u>	<u>9,941</u>	<u>71,277</u>
Total	<u>\$ 118,577</u>	<u>\$ 57,955</u>	<u>\$ 48,594</u>	<u>\$ 30,622</u>	<u>\$ 40,281</u>	<u>\$ 49,332</u>	<u>\$ 345,361</u>

Expenses by functional and natural classification for the year ended June 30, 2020 consist of the following:

	<u>Instruction</u>	<u>Sponsored Programs</u>	<u>Academic Support</u>	<u>Student Services</u>	<u>Auxiliary Enterprises</u>	<u>Institutional Support</u>	<u>Total</u>
Compensation	\$ 85,526	\$ 25,987	\$ 25,586	\$ 15,992	\$ 4,030	\$ 25,322	\$ 182,443
Employee benefits	16,903	5,381	6,858	3,917	1,145	7,754	41,958
Utilities and general repairs	3,778	2,133	1,710	2,648	4,853	1,989	17,111
Depreciation	6,528	3,722	2,777	4,378	8,057	3,211	28,673
Interest	2,793	1,592	1,188	1,873	3,447	1,373	12,266
Supplies, services, and other	<u>14,412</u>	<u>10,646</u>	<u>13,882</u>	<u>7,049</u>	<u>15,890</u>	<u>16,044</u>	<u>77,923</u>
Total	<u>\$ 129,940</u>	<u>\$ 49,461</u>	<u>\$ 52,001</u>	<u>\$ 35,857</u>	<u>\$ 37,422</u>	<u>\$ 55,693</u>	<u>\$ 360,374</u>

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

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**(5) Accounts Receivable**

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

	<u>2021</u>	<u>2020</u>
Student receivables	\$ 1,960	\$ 3,144
Sponsored program receivables	15,878	11,666
Other	4,667	4,738
	<u>22,505</u>	<u>19,548</u>
Less allowance for doubtful accounts	(1,434)	(1,445)
Accounts receivable, net	<u>\$ 21,071</u>	<u>\$ 18,103</u>

**(6) Notes Receivable**

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

	<u>2021</u>	<u>2020</u>
Federal Perkins loan program	\$ 2,473	\$ 3,056
University student loan programs	7,710	8,454
	<u>10,183</u>	<u>11,510</u>
Less allowance for doubtful loans	(3,950)	(3,915)
Notes receivable, net	<u>\$ 6,233</u>	<u>\$ 7,595</u>

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

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**(7) Contributions Receivable**

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

	<u>2021</u>	<u>2020</u>
Amounts due in:		
Less than one year	\$ 3,524	\$ 3,440
Between one and five years	5,426	9,236
More than five years	<u>245</u>	<u>487</u>
Gross contributions receivable	9,195	13,163
Less:		
Allowance for unfulfilled contributions	(1,386)	(1,246)
Discount, at rates from 0.29% to 3.72%	<u>(130)</u>	<u>(166)</u>
Contributions receivable, net	<u>\$ 7,679</u>	<u>\$ 11,751</u>

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

**(8) Long-Term Investments**

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

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

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Investments are reported at estimated fair value. If an investment is held directly by the University and an active market with quoted prices exists, the market price of an identical security is used as the reported fair value. Reported fair values for shares in registered mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The University's interests in alternative investment funds are generally reported at NAV reported by fund managers, which are used as a practical expedient to estimate the fair value of the University's interests therein, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of June 30, 2021 and 2020, the University had no plans or intentions to sell investments at amounts different from NAV. Registered mutual funds are classified in Level 1 of the fair value hierarchy.

The University's long-term investments at June 30, 2021 are summarized in the following table by strategy and, as applicable, their fair value hierarchy classification:

	Investments measured at NAV / Other*	Investments classified in fair value hierarchy			Total
		Level 1	Level 2	Level 3	
<b>Endowment investments:</b>					
Global equity	\$ 101,656	\$ 31	\$ -	\$ -	\$ 101,687
Non-U.S. equity	242,895	224	-	-	243,119
Private equity	293,468	-	-	-	293,468
Hedge fund/credit:					
Credit – private	610	-	-	-	610
Hedge funds – long/short	240,778	-	-	-	240,778
Hedge funds – multi strategy	206,613	-	-	-	206,613
Real assets – private	120,921	-	-	-	120,921
Cash and cash equivalents*	5,967	-	-	-	5,967
Receivable for investments sold*	18,890	-	-	-	18,890
Treasuries and fixed income	-	53,949	-	-	53,949
<b>Total endowment investments</b>	<b>1,231,798</b>	<b>54,204</b>	<b>-</b>	<b>-</b>	<b>1,286,002</b>
<b>Other investments:</b>					
Equities	-	1,063	-	-	1,063
Cash and cash equivalents*	81	-	-	-	81
Fixed income	-	-	-	-	-
Mutual funds	-	27,688	-	-	27,688
<b>Total other investments</b>	<b>81</b>	<b>28,751</b>	<b>-</b>	<b>-</b>	<b>28,832</b>
<b>Total long-term investments</b>	<b>\$ 1,231,879</b>	<b>\$ 82,955</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,314,834</b>

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

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The University's long-term investments at June 30, 2020 are summarized in the following table by strategy and, as applicable, their fair value hierarchy classification:

	Investments measured at NAV / Other	Investments classified in fair value hierarchy			Total
		Level 1	Level 2	Level 3	
<b>Endowment investments:</b>					
Global equity	\$ 83,880	\$ 23	\$ -	\$ -	\$ 83,903
Non-U.S. equity	180,555	153	-	-	180,708
Private equity	175,428	-	-	-	175,428
<b>Hedge fund/credit:</b>					
Credit – private	785	-	-	-	785
Hedge funds – long/short	203,593	-	-	-	203,593
Hedge funds – multi strategy	238,242	-	-	-	238,242
Real assets – private	88,160	-	-	-	88,160
Cash and cash equivalents	2,893	-	-	-	2,893
Receivable for investments sold	18,475	-	-	-	18,475
Treasuries and fixed income	-	81,402	-	-	81,402
Total endowment investments	992,011	81,578	-	-	1,073,589
<b>Other investments:</b>					
Equities	-	585	-	-	585
Cash and cash equivalents	392	-	-	-	392
Fixed income	-	-	1,148	-	1,148
Mutual funds	-	23,745	-	-	23,745
Total other investments	392	24,330	1,148	-	25,870
Total long-term investments	\$ 992,403	\$ 105,908	\$ 1,148	\$ -	\$ 1,099,459

**(a) Investment Liquidity**

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

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	June 30, 2021					Total
	Daily	Monthly	Quarterly	Annual	Illiquid	
Cash equivalents	\$ 6,048	\$ -	\$ -	\$ -	\$ -	\$ 6,048
Receivable for investments sold	-	13,663	5,227	-	-	18,890
Treasuries, fixed income and mutual funds	80,511	-	-	-	1,126	81,637
Equities	1,318	42,960	23,334	62,146	509,579	639,337
Hedge funds	-	-	112,162	154,716	181,123	448,001
Real assets	-	-	-	-	120,921	120,921
Total	<u>\$ 87,877</u>	<u>\$ 56,623</u>	<u>\$ 140,723</u>	<u>\$ 216,862</u>	<u>\$ 812,749</u>	<u>\$ 1,314,834</u>

	June 30, 2020					Total
	Daily	Monthly	Quarterly	Annual	Illiquid	
Cash equivalents	\$ 3,285	\$ -	\$ -	\$ -	\$ -	\$ 3,285
Receivable for investments sold	-	17,914	-	561	-	18,475
Treasuries, fixed income and mutual funds	105,200	-	-	-	1,095	106,295
Equities	761	30,544	19,474	60,611	329,234	440,624
Hedge funds	-	-	121,282	141,878	179,460	442,620
Real assets	-	-	-	-	88,160	88,160
Total	<u>\$ 109,246</u>	<u>\$ 48,458</u>	<u>\$ 140,756</u>	<u>\$ 203,050</u>	<u>\$ 597,949</u>	<u>\$ 1,099,459</u>

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

The University has certain investments with a fair value of \$128,716 at June 30, 2021 that have restricted redemptions for lock-up periods. Some of the investments with redemption restrictions allow earlier redemption for specified fees. The expiration of redemption lock-up period amounts are summarized in the table below:

Fiscal year	Amount
2022	\$ 61,990
2023	47,904
2024	17,980
2025	842
Total	<u>\$ 128,716</u>



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**(b) Commitments**

Private credit, private equity, and real asset investments are generally made through limited partnerships. Under the terms of these agreements, the University is obligated to remit additional funding periodically as capital is called by the manager. These partnerships have a limited existence, generally between ten and fifteen years, and provide for annual one-year extensions after the initial contract period for the purpose of systematically liquidating portfolio positions and returning capital to the investors. However, depending on market conditions, the inability to execute the fund's strategy, and other factors, a manager may extend or reduce the term of a fund from that which was originally anticipated. As a result, the timing and amount of future capital calls expected to be exercised in any particular future year is uncertain. The aggregate amount of unfunded commitments associated with global equities, private equity, and real assets investments as of June 30, 2021 was \$12,800, \$102,669, and \$107,072, respectively.

**(c) Derivatives**

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

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

The purchase and sale of exchange-traded derivatives require collateral deposits with the Futures Commission Merchant (FCM). Collateral is posted and moved on a daily basis as required by the rules of the exchange on which the derivatives are traded. In the event of the FCM's insolvency, recovery may be limited to the University's pro-rata share of segregated customer funds available. It is possible that the recovery amount could be less than the total cash or other collateral posted. The collateral is generally in the form of debt obligations issued by the U.S. treasury or cash. Cash collateral and certain securities owned by the University were held at counterparty brokers to collateralize these positions and are included in long-term investments on the balance sheet. As of June 30, 2021 and 2020, the aggregate notional exposure on long-term assets was (\$53,179) and \$0, respectively. The associated unrealized loss on these assets was (\$740) and \$0, respectively, as of June 30, 2021 and 2020. The notional amount of these derivatives is not recorded on the University's financial statements.

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**(9) Property, Plant and Equipment**

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

	<u>2021</u>	<u>2020</u>
Land and land improvements	\$ 47,904	\$ 47,887
Buildings	210,225	210,225
Building systems and improvements	432,026	417,646
Equipment, furnishings, and software	148,405	140,899
Leased vehicles and other equipment	2,340	2,124
	<u>840,900</u>	<u>818,781</u>
Less accumulated depreciation	(512,694)	(483,788)
Construction in progress	30,247	25,806
	<u>30,247</u>	<u>25,806</u>
Property, plant and equipment, net	<u>\$ 358,453</u>	<u>\$ 360,799</u>

Depreciation expense amounted to \$29,023 in 2021 and \$28,673 in 2020. Operation and maintenance expenses amounted to \$22,231 in 2021 and \$27,578 in 2020.

**(10) Financial Assets and Liquidity Resources**

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

	<u>2021</u>	<u>2020</u>
Financial assets:		
Cash and cash equivalents	\$ 40,854	\$ 39,459
Short-term investments	-	34,989
Accounts receivable, net, due within one year	21,071	18,103
Notes receivable, net, due within one year	771	845
Scheduled pledge payments, net, available for operations	1,899	2,385
Funds held by bond trustee	16,832	30,031
Subsequent year's Board-approved endowment draw	63,492	66,529
	<u>63,492</u>	<u>66,529</u>
Total financial assets available within one year	<u>\$ 144,919</u>	<u>\$ 192,341</u>

The University's working capital and cash flows have seasonal variations during the year attributable to tuition billing and a concentration of contributions received at calendar and fiscal year ends. To manage liquidity, the University has other liquidity resources including \$70,000 in bank lines of credit as described in note 12. In addition, the quasi endowment of \$118,580 can be made available for general expenditures with approval from the Board, subject to investment liquidity provisions.

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**(11) Long-Term Debt**

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

	<u>2021</u>	<u>2020</u>
MDFA Revenue Bonds, Brandeis University Issue 2018 Series S-1, at interest rate of 5.00% maturing in annual installments from October 1, 2020 through October 1, 2040	\$ 109,800	\$ 116,445
MDFA Revenue Bonds, Brandeis University Issue 2018 Series S-2, at interest rate of 5.00% maturing in annual installments from October 1, 2029 through October 1, 2034	36,905	36,905
MDFA Revenue Bonds, Brandeis University Issue 2018 Series R, at interest rate of 5.00% maturing in annual installments from October 1, 2019 through October 1, 2039	33,455	34,500
MDFA Revenue Bonds, Brandeis University Issue, 2017 Series Q, at interest rate of 2.58% maturing in annual installments from October 1, 2017 through April 1, 2032, at which time a balloon payment of \$13,200 will be due.	18,650	19,025
TD Bank note at interest rate of 3.68% maturing in annual installments from October 1, 2017 through June 1, 2032, at which time a balloon payment of \$19,125 will be due.	27,650	28,275
MDFA Revenue Bonds, Brandeis University Issue 2013 Series P-2, at interest rates of 2.35% [previously at 3.04%], maturing in annual installments from October 1, 2013 through July 1, 2033	16,350	17,355
MDFA Revenue Bonds, Brandeis University Issue 2013 Series P-1, at interest rates of 2.72% [previously at 3.48%], maturing in annual installments from October 1, 2017 through April 1, 2043	13,645	14,050
Total	<u>256,455</u>	<u>266,555</u>
Unamortized premium, net	26,129	27,648
Unamortized issuance costs	(1,782)	(1,869)
Long-term debt, net	<u>\$ 280,802</u>	<u>\$ 292,334</u>

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The University's principal payment obligations as of June 30, 2021 are as follows:

Fiscal Year	Amount
2022	\$ 10,694
2023	11,124
2024	11,656
2025	12,050
2026	12,619
Thereafter	198,312
	\$ 256,455

Interest expense for the years ended June 30, 2021 and 2020 was \$10,094 and \$11,978, respectively. There were no capitalized interest costs in 2021 and 2020.

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

On June 17, 2021, the University amended Series P-1 and P-2 bonds through MDFA. Effective on this date, the fixed interest rate on the Series P-1 and P-2 bonds were amended to be 2.72% per annum and 2.35% per annum, respectively.

**(12) Line of Credit**

The University has a \$35,000 line of credit with JPMorgan Chase Bank, N.A. at an interest rate of LIBOR plus 75 basis points when funds are drawn. There is an annual commitment fee of 0.15% based on the daily average unused portion of the loan commitment, which is paid quarterly. The maturity date of the credit agreement is March 31, 2022. During the fiscal years ended June 30, 2021 and 2020, the total drawn amounts were \$0 and \$35,000, respectively.

On May 14, 2020, the University secured a second \$35,000 line of credit with Century Bank at an interest rate of LIBOR plus 95 basis points, but in no event less than 1.65%, when funds are drawn. There is no annual commitment fee on the unused portion of the loan commitment. The maturity date of the credit agreement is May 1, 2025. During the fiscal years ended June 30, 2021 and 2020, there were no borrowings against this line of credit.

**BRANDEIS UNIVERSITY**  
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(In thousands of dollars)

**(13) Net Assets with Donor Restrictions**

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

Detail of net assets	2021	2020
Restricted contributions	\$ 33,885	\$ 35,861
Contributions receivable, net	7,679	11,751
Endowment	1,161,585	970,755
Student loans	2,633	2,643
Life income and annuity funds	15,627	11,867
Funds held in trust by others	11,865	9,851
Physical plant and other	742	633
Unexpended endowment income	7,681	3,988
Total net assets with donor-imposed restrictions	<u>\$ 1,241,697</u>	<u>\$ 1,047,349</u>

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

**(14) Endowments**

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

If an individual donor restricted endowment fund balance falls below its original fair value, that fund is considered to be "underwater." As of June 30, 2021 and 2020, funds with an original gift value of \$1,541 and \$17,126 were "underwater" by \$307 and \$787, respectively.

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

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

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

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

	2021				Total funds as of June 30, 2021
	Without donor restrictions	With donor restrictions		Total	
		Original gift	Accumulated returns		
Donor restricted:					
Financial aid	\$ -	\$ 318,904	\$ 119,256	\$ 438,160	\$ 438,160
Department programs and support	-	412,764	300,966	713,730	713,730
Quasi (board-designated):					
Financial aid	42,203	-	-	-	42,203
Department programs and support	82,214	9,695	-	9,695	91,909
Total	<u>\$ 124,417</u>	<u>\$ 741,363</u>	<u>\$ 420,222</u>	<u>\$ 1,161,585</u>	<u>\$ 1,286,002</u>
	2020				Total funds as of June 30, 2020
	Without donor restrictions	With donor restrictions		Total	
		Original gift	Accumulated returns		
Donor restricted:					
Financial aid	\$ -	\$ 314,074	\$ 49,199	\$ 363,273	\$ 363,273
Department programs and support	-	410,355	187,432	597,787	597,787
Quasi (board-designated):					
Financial aid	35,435	-	-	-	35,435
Department programs and support	67,399	9,695	-	9,695	77,094
Total	<u>\$ 102,834</u>	<u>\$ 734,124</u>	<u>\$ 236,631</u>	<u>\$ 970,755</u>	<u>\$ 1,073,589</u>

**BRANDEIS UNIVERSITY**  
Notes to Financial Statements  
June 30, 2021  
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(In thousands of dollars)

Changes in endowment and quasi-endowment funds for the year ended June 30, 2021 are as follows:

	<u>Without donor restrictions</u>	<u>With donor restrictions</u>	<u>Total</u>
Net assets at June 30, 2020	\$ 102,834	\$ 970,755	\$ 1,073,589
Net investment return	28,580	242,706	271,286
Contributions	28	6,141	6,169
Utilized in operations	(6,352)	(55,422)	(61,774)
Net (additional) unexpended endowment income	(673)	(3,693)	(4,366)
Transfers	-	1,098	1,098
Net assets at June 30, 2021	<u>\$ 124,417</u>	<u>\$ 1,161,585</u>	<u>\$ 1,286,002</u>

Changes in endowment and quasi-endowment funds for the year ended June 30, 2020 are as follows:

	<u>Without donor restrictions</u>	<u>With donor restrictions</u>	<u>Total</u>
Net assets at June 30, 2019	\$ 104,809	\$ 968,716	\$ 1,073,525
Net investment return	4,123	35,265	39,388
Contributions	13	17,092	17,105
Utilized in operations	(5,574)	(47,546)	(53,120)
Net (additional) unexpended endowment income	(537)	(3,988)	(4,525)
Transfers	-	1,216	1,216
Net assets at June 30, 2020	<u>\$ 102,834</u>	<u>\$ 970,755</u>	<u>\$ 1,073,589</u>

**(15) Retirement Plans**

The University participates in defined contribution plans providing retirement benefits for substantially all full-time and regular part-time employees. Under the programs, the University makes monthly contributions, currently 6%–10% of the annual eligible wages of participants, up to defined limits. University contributions are subject to the participants meeting the minimum employee contributions, age, and service requirements. Additional voluntary contributions by participants are made subject to statutory limits. The University's contribution to the plans totaled \$11,133 in 2020. The University suspended contributions to the plans in fiscal year 2021.

**(16) Contingencies**

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

**BRANDEIS UNIVERSITY**  
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**(17) COVID-19 Pandemic**

In March 2020, the World Health Organization declared the novel coronavirus (COVID-19) a pandemic. As a result, the University closed its residential campus to most students and implemented remote learning for all classes through the rest of the academic year. For the fiscal year ended June 30, 2021, the University applied a hybrid of on-campus and online mode of operation for teaching, learning, and research. The residential campus remained open to students, faculty, and staff throughout the fiscal year at a reduced density level.

The University continued to directly grant emergency financial assistance to students throughout the pandemic, in addition to administering aid to eligible students through the Higher Education Emergency Relief Fund (HEERF) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA).

The University implemented significant safety measures, including hosting regular COVID-19 testing and vaccination clinics, supplying personal protection equipment, enhancing cleaning protocols, and improving HVAC systems.

The full extent of the impact of COVID-19 on the University will depend on future developments, including the spread and duration of the pandemic. The University continues to monitor and mitigate the impact of the pandemic, and is prepared to take additional measures to protect the health of the Brandeis community and ensure the continuity of its academic mission.





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Research Affiliate  
Security Studies Program, MIT

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Chief Information Officer  
DDB Worldwide  
President, Alumni Association

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Managing Director  
Goldman, Sachs & Co.

\*Former Chair

## 4. Resumes

### **Palmira Santos, Ph.D., Scientist Research and Evaluation (abbreviated CV)**

#### **EDUCATION**

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

#### **HIGHLIGHTED EXPERIENCE**

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Palmira Santos, Ph.D., has specialized expertise in using mixed methods approaches to access, gather, and synthesize data from multiple sources. She has over 40 years' experience as a research and evaluation scientist dedicated to the investigation of inequities and social and economic determinants of health (SEDOH). Dr. Santos has specialized expertise in using mixed methods approaches to access, gather, and synthesize data from multiple sources. She has over 40 years' experience as a research and evaluation scientist dedicated to the investigation of inequities and social and economic determinants of health (SEDOH). Dr. Santos assesses and evaluates health, economic, and social factors on the national, regional, state, and community levels to identify SEDOH and their impact on health care utilization, access, quality, cost, and patient outcomes. Building on these analytics, she completed research on the full continuum of physical, mental health and substance use care and treatment services, as well as community-level resources (systemic barriers and workforce shortages). This has included the identification of workforce and health disparities to define needs and strategies and, as appropriate, apply or update HPSA designation in Alaska, Montana, and Massachusetts.

In addition, Dr. Santos designs, tests, administers, and analyzes provider and patient surveys including primary care, FQHCs, mental health and substance use providers, and dental practices. Dr. Santos has also focused on the role of community partnering to improve equity and address SEDOH. Examples of such work include evaluating the role and impact of community health workers, navigators, and other non-physician providers on engaging and improving utilization and outcomes for individuals affected by inequity. In addition, collaborating with teams, she has completed equity analyses of specific utilization tracks, looking at topics such as access to mental health and substance use treatment through Medicaid; use and outcomes of maternal and child health services; utilization of chronic illness care and association with disease progression; acute care episodes associated with lack of ongoing care; and access to preventative services.

#### **PROFESSIONAL EXPERIENCE**

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##### **Scientist**

*Brandeis University, Schneider Institute on Healthcare Systems* (2013-present)

##### **Primary Investigator**

*Brandeis University, Schneider Institute on Healthcare Systems* (2008-2013)

<b>Director, Health Systems Research &amp; Evaluation</b> <i>American Cancer Society</i>	(2006-2008)
<b>Director, Public Health Specialist Chronic Disease</b> <i>Alaska &amp; Massachusetts Departments of Public Health (CDC-funded)</i>	(2002-2006)
<b>Doctorate Program Administrator and Dissertation Advisor</b> <i>University of La Verne</i>	(1999-2006)
<b>Senior Policy Analyst</b> <i>Division of Medical Assistance</i> <i>Health Care Financing &amp; Administration Region 10</i>	(1996-1999)
<b>Consultant</b> <i>Private Health Systems and Tribal Health</i> <i>Pacific Northwest</i>	(1994-1996)
<b>Chief Executive Officer</b> <i>Eastern Aleutian Tribes (Tribal Health System)</i>	(1990-1994)
<b>Range of Clinical and Leadership Positions</b> (Director of Substance Use & Mental Health Care, Forensic Psychologist, Trauma Clinician)	(1979-1990)

#### SELECTED PUBLICATIONS

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*SHIFT-Care external evaluation: final report.* Report submitted to the Massachusetts Health Policy Commission. Pending publication.

*Summary of qualitative findings: SHIFT-Care external evaluation.* Report submitted to the Massachusetts Health Policy Commission. Pending publication.

Santos, P., & Faughnan, K. Innovative partnerships to address housing and homelessness during the COVID-19 pandemic. In development.

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

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

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

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

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

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

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

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

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

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

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

Center for Medicare & Medicaid Innovation. (2018). *Survivorship care planning: Oncology Care Model Learning System, case study #6*. Retrieved from OCM Connect.

Center for Medicare & Medicaid Innovation. (2018). *Integrating palliative care: Oncology Care Model Learning System, case study #7*. Retrieved from OCM Connect.

*CPC+ practice spotlight 8: using data to reduce emergency department visits*. (2018, January 9). <http://files.constantcontact.com/047f19f3601/38fc1958-7841-4077-a31b-2b95132d8812.pdf>

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

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

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

➤ Writing Excellence Award: American Society for Healthcare Risk Management

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

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

Center for Medicare & Medicaid Innovation. (2017). *Supporting oral chemotherapy adherence: Learning System case study #3*. Retrieved from OCM Connect.

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

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

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

Cusick, W., Cox, R. L., Santos, P., Hefele, J. G., & Darden, J. (2017, January). *Shoulder dystocia response: improving neonatal outcomes*. Poster session presented at the Pregnancy Meeting of the Society for Maternal-Fetal Medicine, Las Vegas, NV.

Burstein, P. D., Zalenski, D. M., Edwards, J. L., Rafi, I. Z., Darden, J. F., Firmino, C., & Santos, P. (2016). Changing labor and delivery practice: focus on achieving practice and documentation standardization with the goal of improving neonatal outcomes. *Health Services Research*, 51(S3), 2472-2486. <https://doi.org/10.1111/1475-6773.12589>

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

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

Hendrich, A., McCoy, C. K., Gale, J., Sparkman, L., & Santos, P. (2014). Ascension Health's demonstration of full disclosure protocol for unexpected events during labor and delivery shows promise. *Health Affairs*, 33(1), 39-45. <https://doi.org/10.1377/hlthaff.2013.1009>

Henkel, R., Slosar, J. P., Haydar, Z., Hendrich, A., & Santos, P. (2014, January 7). The moral imperative to disclose medical error: Doing the right thing. *Health Affairs Blog*. <https://www.healthaffairs.org/doi/10.1377/hblog20140107.036302/full/>

Santos, P. (2013). *Molecular diagnostics and companion therapies: partnerships, payment and evidence development*. The Health Industry Forum.

Santos, P. (2013). *States' role in health care reform: possibilities to improve access and quality: The 19th Princeton Conference*. Council on Health Care Economics and Policy.  
<https://heller.brandeis.edu/health-industry-forum/materials/2012/may-23-25/princeton-conference-report-may-2012.pdf>

Mechanic, R., Santos, P., Landon, B. E., & Chernew, M. E. (2011). Medical group responses to global payment: early lessons from the 'Alternative Quality Contract' in Massachusetts. *Health Affairs*, 30(9), 1734-1742. <https://doi.org/10.1377/hlthaff.2011.0264>

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

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

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

Santos, P. (2010). *Federal Strategies for Promoting Affordable Biologics: Follow-on Biologic Competition conference report*. The Health Industry Forum.

Sussman, J., Santos, P., & Altman, S. (2010). *Examining end of life care: creating sensible public policies for patients, providers, and payers*. Council on Health Care Economics and Policy / Health Industry Forum.  
<https://heller.brandeis.edu/council/pdfs/2010/2010%20Princeton%20Conference%20v092810-new%20photos.pdf>

Full publication list: <https://www.ncbi.nlm.nih.gov/myncbi/palmira.santos.4/bibliography/public/>

## ROBERT DUNIGAN, PHD

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### EDUCATION

- 2004 PhD Heller School for Social Policy and Management, Brandeis University, Waltham MA.  
Dissertation: *Factors Associated with Drinking, Binge Drinking, and Alcohol-related Problems among African American College Students*
- 1996 MSW Clinical Social Work. Boston College Graduate School of Social Work Chestnut Hill, MA.
- 1994 BS Psychology, Minor in Social Work, Western Michigan University, Kalamazoo, Michigan.

### RESEARCH EXPERIENCE

#### Researcher

- 2005-current **Senior Research Associate**, Brandeis/Harvard Center on Managed Care and Substance Abuse Treatment, Schneider Institutes of Health Policy, Heller School for Social Policy and Management, Brandeis University
- 1999-2000 **Graduate Research Assistant**, *Schneider Institute for Health Policy, Heller School for Social Policy and Management, Brandeis University*  
Conducted quantitative and qualitative research on substance and alcohol abuse, health issues and service needs for minority elders residing in public housing.
- 1995-2000 **Research Associate, Clinical Research Fellow**, Harvard Medical School, Department of Social Medicine, Division on Aging, Boston, MA *Bring up to Research Experience. Exploratory project examining caregivers for elders experiencing Alzheimer's/Dementia across racial and ethnic groups. Funded by National Institute on Aging.*

#### Principal Investigator

- 2008-2011 *R03 Treatment Engagement and Time to Recidivism for African-American Male Offenders (Supported by the National Institute on Drug Abuse)*

This study focused on factors that predict whether African-American male offenders in the general population receive substance abuse treatment pre- and post-release from prison, as well as their length of time to recidivism. The study included subgroup comparison of African American, White, and Latino males in order to better understand the interactions between substance abuse treatment and monitoring post-release, and their relationships to outcomes. Women were also considered in the analyses on treatment and incarceration disparities.

2007-2009 *New Connections Initiative (Supported by the Robert Wood Johnson Foundation)*  
This study examined factors associated with substance abuse treatment pre- and post-release from prison and the risks for incarceration experienced by young African-American and Latino males.

#### **Co-Principal Investigator**

2005-2008 *Diversity Supplement (Supported by the National Institute of Drug Abuse)*  
This study explores whether there is a variable effect of using performance incentives for substance abuse facilities depending on race and gender. In particular it aims to further understand the impact of race and gender within the public substance abuse treatment system and determine if there is disparate care and outcomes for substance abuse treatment consumers based on these characteristics.

#### **Co-Investigator**

2017 Hub and Spoke Model to Improve Pharmacotherapy Use from Opioid Addiction and Promote Recovery (Washington State)

2009-2012 *Washington Circle Performance Measures and Criminal Justice Outcomes (Supported by the National Institute on Alcohol Abuse and Alcoholism)* This study examined the association between client level achievement of Washington Circle (WC) performance measures and criminal justice, employment and substance use outcomes in public sector alcohol and other drugs (AOD) treatment system in six states.

#### **Evaluator**

2020 High Point Treatment Center -SAMSHA Evaluation of High Point's Certified Community Behavioral Health Clinic Expansion Project 3/2/2020 Brandeis is Sub to High Point Treatment Center

2020 Dunigan Detroit Recovery project, Inc - SAMSHA Evaluation of Detroit Recovery Project's Certified Community Behavioral Health Clinic Expansion Project 3/2/2020 Brandeis is Sub to Detroit Recovery Project

2017 Lahey Health Behavioral Services, Transformative Research and Innovation Initiative, CHART



- 2014-2017 WISR Men Enhanced Reentry Program (BJA), Worcester County Sherriff's Office
- 2012-2015 Massachusetts Adolescent Treatment Enhancement and Dissemination Initiative (SAMHSA) Commonwealth of Massachusetts, Department of Public Health
- 2012-2014 Massachusetts Access to Recovery (SAMHSA) Commonwealth of Massachusetts, Department of Public Health
- 2011-2015 Worcester Initiative for Supported Reentry (WISR) Advocates Inc.
- 2009-2012 Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) Homeless (GHBI) Program
- 2008-2015 **Lead evaluator**, *Implemented by Franciscan Hospital, Boston MA.* School-based health and mental health initiative.
- 2008-2011 Substance Abuse and Mental Health Services Administration (SAMHSA) funded for three five-year HIV and substance abuse prevention projects with Latino and African-American populations. Two focused on adolescents in inner-city Boston and in housing developments in Somerville and Waltham. The third focused on street- and gang-involved young adults in Chelsea, East Boston, and Revere. The evaluation consisted of designing and implementing outcome measures of HIV and substance abuse prevention programs and interventions, outcome measures of capacity-building activities, and process measures of project activities and programming.
- *ROCA Substance Abuse and HIV/AIDS Minority Intervention*
  - *Institute for Health and Recovery substance Abuse/HIV Initiative*
- 2006 **Lead evaluator**, *Implemented by Capital Region Mental Health Center, Hartford CT.* Culturally specific intervention for dually diagnosed consumers.
- Consultant**
- 2016 PrEP project to promote PrEP adherence among young, culturally diverse MSM
- 2001-2003 **Consultant**, *Harvard Medical School, Brigham and Women's Hospital Department of Psychiatry. National Technical Assistance Center for Improving the Behavioral Health Care for the Elderly/ Aging, Mental Health and Substance Abuse in Primary Care* Service delivery for minority elders experiencing substance abuse and mental health problems.
- 1999 **Diversity consultant**, *Harvard Medical School, Department of Social Medicine, Division on Aging, Boston, MA.* National study examining health and social factors associated with elder's substance and alcohol use.
- 1997 **Service feasibility consultant**, *Elder Services Network (ESN), Boston, MA.* Assessed ESN's collaborative potential to become a single Senior Care Organization.
- 1997 **Needs assessment consultant**, *Winter Park Foundation, Tampa Bay, FL.*

Assessment of senior's non-medical service needs.

#### **ACADEMIC APPOINTMENTS**

- 2018-current *Lecturer*  
The Heller School for Social Policy and Management, Brandeis University  
Waltham MA.
- 2014-2015 *Adjunct Faculty*  
Bridgewater State University, Graduate School of Social Work, Bridgewater MA
- 2004 *Visiting Scholar/Adjunct Lecturer*  
The Heller School for Social Policy and Management, Brandeis University,  
Waltham, MA
- 2003-2009 *Adjunct Faculty*  
Boston College Graduate School of Social Work, Chestnut Hill, MA
- 1999-2002 *Full-Time Lecturer*  
Boston College Graduate School of Social Work, Chestnut Hill, MA

#### **FELLOWSHIPS AND AWARDS**

- 2004 *Graduation Speaker*, The Heller School for Social Policy and Management,  
Brandeis University, Waltham, MA
- 2000 Inter-University Consortium for Political and Social Research (ICPSR) Summer  
Program on Minority Aging and Health – University of Michigan, Ann Arbor, MI
- 1996-1999 *National Institute on Alcohol Abuse and Alcoholism (NIAAA), Research Training  
Fellowship*, The Heller School for Social Policy and Management, Brandeis  
University, Waltham, MA
- 1994-1996 *Dean's Scholarship Award*, Boston College Graduate School of Social Work,  
Chestnut Hill, MA

#### **ADMINISTRATIVE EXPERIENCE**

- 1997-2000 **Director of Community Development Activities**, Harvard Medical School  
Department of Social Medicine  
Developed and implemented training programs; developed curricula for service  
providers on minority health and aging issues.

#### **CLINICAL EXPERIENCE**

- 1995-1996 **Clinical Social Worker**, Children's Hospital, Boston, MA  
Psycho-educational groups, couples, and individual interventions with minority  
teenage parents.
- 1986-1994 **Mental Health Social Work Provider**, Borgess Medical Center, Kalamazoo, MI.  
Patient monitoring, record keeping; social, and psycho-educational group  
facilitator for geriatric, adult acute care, child and adolescent psychiatric in-  
patient unit
- 1985-1993 **Clinical Service Provider**, Pathways Day Treatment Program, Kalamazoo, MI

Program development and implementation for chronically mentally ill and developmentally disabled adults; individual and group assessment and counseling; casework management and crisis intervention; pre-vocational, psycho-educational, social-recreational group facilitator; participation in interdisciplinary team meetings for community mental health adult referral entity.

- 1983-1985 **On-Call Residential Training Manager/Direct Care Staff**, St. Joseph Lodge, Kalamazoo, MI  
Residential manager for institutionalized mentally ill adult males transitioning into the community; coordinator of social/recreational and adult daily living groups and activities; patient and medication monitoring.
- 1981-1983 **Child Care Counselor**, Lakeside Residential Treatment Program, Kalamazoo, MI  
Supervision and activity program implementation for emotionally impaired adolescent males; facilitated social and recreational groups, community activities; provided behavioral intervention to assist residents with activities of daily life.

#### **EDITORIAL BOARDS**

- 2020 *Journal for Advancing Justice*, Recent publication: "Emerging Best Practices in Law Enforcement Deflection and Community Supervision Programs."

#### **SERVICE AND VOLUNTEER AFFILIATIONS**

- 2020 Black scholars on substance use and the overdose crisis that my team at New York University
- 2020 Scientific Reviewer of the 2020 Pilot Studies Program for Tufts University Clinical and Translational Science Institute (CTSI).
- 2011-present Heller School for Social Policy and Management, Alumni Board Member
- 2008-2009 Member Think Tank for African American Progress, Memphis, TN
- 2004-2009 Diversity Trainer, Visions Inc., Boston, MA  
Executive Board Member, New Communities, Cambridge, MA
- 2003-2009 Diversity Trainer and Presenter, Habitat for Humanity, Boston, MA
- 2001 Session Chair, HIV/AIDS 2001: The Social Work Response. Philadelphia, PA
- 1999-2003 Clinical Social Work Committee Member  
Academic Standards Review Committee Member  
Executive Board Committee Member  
Social Work Library Committee Member

- Faculty Advisor, Common Ground (Student organization addressing race/ethnicity, gender, and sexual orientation issues). Boston College, Graduate School of Social Work
- 1997-2000 Senior Care Community Network Committee Member, Boston, MA
- 1998 Ph.D. Admissions Committee, Heller Graduate School, Brandeis University
- 1997-2000 Community Outreach Committee Member, Harvard Medical School, Department of Social Medicine
- 1997 Council of Elders, Research and Program Development Committee Member, Boston, MA

#### **SCHOLARSHIP AND MENTORING ACTIVITIES**

- 2017-Present **Mentor**, *Grad Prep Academy*. Mentoring program preparing undergraduate males of color for doctoral study. The University of Pennsylvania, Center for the Study of Race and Equity in Education
- 2016-2018 **Partner**, *My Brother's Keeper*, White House Initiative that facilitates partnerships between researchers and committed challenge communities to evaluate and improve on evidenced based interventions aimed at decreasing barriers and increasing opportunities for boys and young men of color.
- 2016-2019 **Participant**, *Rise for Boys and Men of Color, Translating Knowledge into Action: Building a Research Community for Boys and Men of Color*. A field building effort designed to transform the practice of evaluation and research of minority boys and men.
- 2015-2019 **Faculty/Mentor**, *Robert Wood Johnson Foundation, New Connections (New Investigators Diversity Program)* New Connections Mentorship program to support underrepresented junior faculty from both research and teaching institutions with career development
- 2009-2017 **Faculty Mentor**, *National Institute on Drug Abuse, Special Office of Diversity and Health Disparities and Dissemination Efforts, Research Development Seminar Series* Provide mentoring support and grant proposal reviews for underrepresented new investigators.  
*Member National Institute on Drug Abuse African American Researchers and Scholars Work Group*. African American researchers with a focus on behavioral health, support NIDAs effort to increase diversity, equity and inclusion in scientific research. The group provides seminars and training, mock grant reviews, formal presentations and individual mentoring to increase the number of competitive underrepresented researchers.
- 2009-2017 **Faculty/ Mentor**, *Addiction Research Training Institute (ARTI)* Mentoring and coaching for underrepresented new investigators whose research interests are focused in the areas of substance use, abuse and addiction.

## PUBLICATIONS

1. Brolin, M., Adams, R.S., **Dunigan, R.**, Hodgkin, D., Lee, M., Miles, J., Panas, L., Prost, C., Ritter, G., Reif, S., and Horgan, C.M. (2018). *Lahey Transformative Research and Innovation Initiative: Evaluation of Lahey CHART Implementation*. A report prepared for Lahey Health Behavioral Services, Danvers, MA.
2. Brolin, M. and **Dunigan, R.** (2017). *A Wiser Approach to Reentry: Three-Year Post-Release Evaluation Findings for Worcester Initiative for Supported Re-entry*. Report submitted to The Health Foundation of Central Massachusetts, Worcester, MA.
3. Brolin, M. and **Dunigan, R.** (2017). *Wiser Men: Final Evaluation Report*. Report submitted to The Worcester County Sheriff's Office, Worcester, MA.
4. Brolin, M., Davis, M., and **Dunigan, R.** (2016). *Massachusetts State Adolescent Treatment Enhancement and Dissemination Grant: Final Report*. Report submitted to the Massachusetts Department of Public Health, Bureau of Substance Abuse Services, Boston, MA.
5. Acevedo A., Garnick D., **Dunigan R.**, et al, (2015) Performance measures and racial/ethnic disparities in the treatment of substance use disorders. *Journal of Studies on Alcohol and Drugs*, 76(2015)
6. Brolin, M., Davis, M., & **Dunigan, R.** (2014). *Massachusetts State Adolescent Treatment Enhancement and Dissemination Grant: Year 1 Evaluation Summary*. Report submitted to the Massachusetts Department of Public Health, Boston, MA.
7. Lee, MT, Horgan, CM, Garnick, DW, Acevedo, A, Panas, L, Ritter, GA, **Dunigan, R.**, Babakhanlou-Chase, H, Bidorini, A, Campbell, K, Habelin, K, Huber, A, Lambert-Wacey, D, Leeper, T, Reynolds, M. (2014). A performance measure for continuity of care after detoxification: Relationship with outcomes. *Journal of Substance Abuse Treatment*, 47, 130-139
8. Garnick D, Horgan C, Acevedo A, Lee M, Panas, L, Ritter G, **Dunigan R.**, et al. (2014). Criminal Justice outcomes after engagement in outpatient substance abuse treatment. *Journal of Substance Abuse Treatment*, 46 (2014) 295-305.
9. **Dunigan R.**, Acevedo A, Campbell K, Garnick D, et al, (2014). Engagement in outpatient substance abuse treatment and employment outcomes. *Journal of Behavioral Health Services Research*, 41(1) 20-36.
10. Brolin M and **Dunigan R** (2014) Annual Worcester Initiative for Supportive Reentry (WISR) Annual Report. Prepared for Advocates, Inc. and The Health Foundation of Central Massachusetts, Inc. July 25, 2013.
11. Daley, M., Shepard, D.S., Reif, S., **Dunigan, R.**, Tompkins, C., Perloff, J., Siembab, L., Horgan, C.M. *Evaluation of Provider Profiling in the Public Sector*. *Alcoholism Treatment Quarterly*, 29(1), 2011.
12. Daley, M., Shepard, D.S., Reif, S., **Dunigan, R.**, Tompkins, C., Perloff, J., Siembab, L., Horgan, C.M. *Randomized Trial of Enhanced Profiling in the Public Sector*. *Administration and Policy In Mental Health and Mental Health Services* 28(4), 2010.
13. Levkoff S., Hinton W. L., Simmons J., Lam M., Guo Z., Hillygus J., **Dunigan R.**, Lui B., Reynoso H., Levy R., Fung S., Kleinman A., *A Qualitative Analysis of Dementia, Explanatory Models*

- Across Four Ethnic Groups.* In Iqbal K, Winbad B., Nishimua T., Wisniewski H.M. (eds.): *Alzheimer's Disease: Biology, Diagnosis and Therapeutics.* John Wiley and Sons Ltd. 1997.
14. Weitzman, P., Dunigan, R., Hawkins, R., Weitzman, E., and Levkoff, S. (2001). *Everyday Conflict and Stress among Older African American Women: Findings from a Focus Group Study and Pilot Training Program.* *Journal of Ethnic and Cultural Diversity in Social Work*, 10(2), 27-44.

#### **PRESENTATIONS**

1. Racial disparities in criminal justice, race inequality and social justice program, Brandeis University, July 22, 2020
2. Washington State's hub & spoke model to improve pharmacotherapy use for opioid addiction – implementation findings. American Public Health Association, November 2019.
3. Washington State's hub & spoke model to improve pharmacotherapy use for opioid addiction – implementation findings. Addiction Health Services Research, October 2019.
4. Lahey-TRI initiative: CHART evaluation. Presented at: Transforming Tomorrow: Innovation in Behavioral Healthcare Symposium, November 4-5, 2018
5. Washington State's hub & spoke model to improve pharmacotherapy use for opioid addiction – early implementation. Addiction Health Services Research, Savannah, GA, October 2018.
6. Addressing Disparities within the Criminal Justice System, John Snow Inc., Boston MA. February 26, 2016
7. Disparities in substance abuse treatment and the criminal justice system. Morehouse School of Medicine Atlanta Georgia; July 2014
8. The Association of Alcohol and Other Drugs Treatment Engagement with Employment Outcomes Addiction Health Services Research Conference, New York, October 18, 2012
9. "Diversity Supplements Workshop," National Institute on Drug Abuse (NIDA), Bethesda, Maryland; October 4-5, 2012
10. Disparities in substance abuse treatment and the criminal justice system. Morehouse School of Medicine Atlanta Georgia; July 2012
11. Community Re-Entry and Punishment and Inequality in America (April 12, 2011) *IRETA Pittsburgh, PA*
12. Substance Abuse Treatment Pre and Post Release from Prison: Focus on Men of Color (November 1-2, 2010); *Paper presented at NIDA Health Disparities in Boys and Men: Innovative Research to Reduce Addiction, Trauma and Related Co-Morbidities; Washington, D.C.*
13. State of addiction treatment with diverse populations: (July 20-23, 2010) *Paper presented at Addiction Research Training Institute (ARTI), Morehouse School of Medicine; Atlanta, GA*
14. Factors associated with substance abuse treatment and recidivism for young African American and Latino offenders (June 16-18, 2010) *Poster presented at The Robert Wood Johnson foundation New Connections 4th Annual Symposium; Princeton, NJ*

15. Targeted Substance Abuse Treatment Interventions for African American male offenders (August 12-15, 2010). *Panel presentation for the 118<sup>th</sup> Annual American Psychological Association, San Diego CA*
16. Addressing Substance Use and Criminal Justice Involvement of Young African American Males (October 13-16, 2009) *Poster Presentation, Think Tank for African American Progress, Brothers of the Academy Institute, Center for African American Research and Policy, Memphis, TN*
17. Morehouse Medical School; NIDA African American Researchers and Scholars Working Group, Addiction Treatment with African-Americans (July 22-23, 2009). *Faculty Presenter, Morehouse Medical School Atlanta, GA*
18. NIDA Special Populations Research Development Seminar Series workshop (April 23-24, 2009). *Reviewer, Faculty Advisor, Bethesda, MD*
19. Substance Abuse Treatment for Diverse Populations (2009) *Treating the Addictions, Harvard Medical School March 6-7, Boston MA*
20. Treatment Engagement and Time to Recidivism for Young African-American and Latino Male Offenders (October 20-22, 2008). *Poster presentation, Addiction Health Services Research (AHSR), Boston, MA*
21. Treatment Participation and Time to Recidivism for Young African-American and Latino Male Offenders (October 1-4, 2008). *Think Tank for African American Progress, Brothers of the Academy Institute, Center for African American Research and Policy. Memphis, TN.*
22. Treatment Engagement and Time to Recidivism for Young African-American and Latino Male Offenders (June 7-8, 2008). *The Robert Wood Johnson Foundation, New Connections Second Annual Symposium at Academy Health, Washington, DC.*
23. The Impact of Race and Gender within the Public Substance Abuse Treatment System (May 20-21, 2008). *Brandeis/Harvard Center on Managed Care and Drug Abuse Treatment External Advisory Board Meeting Waltham, MA*
24. Factors Associated with Drinking, Binge Drinking, and Alcohol Related Problems among African-American College Students (2003). *NIAAA Annual Trainee Conference Indianapolis, IA*
25. Managing Diversity in the Workplace (2002). *Annual Conference on Diversity, Catholic Charities, Boston, MA*
26. Developing Effective Treatment Strategies for Diverse Substance Abusing Client Populations (2002), *Social Work Student and Faculty Development, Elms College, MA*
27. Group and Individual Differences in Aging Presented (1999). *Faculty Presentation, Boston College, Chestnut Hill, MA*
28. The Influence of Race and Gender on Health and Social Policy, The Heterogeneity of Care Giving Experiences and Service Utilization in the African-American Community (1999). *Annual Gerontological Society of America Conference, Philadelphia, PA*
29. National Institute of Health, Division on Aging (1996). *Ethical Dilemmas Encountered When Conducting Clinical Research with Minority Exploratory Centers on Minority Aging Meeting, Bethesda, MD.*

30. National Institute of Health, Division on Aging (1996) *Barriers to Treatment and Health Research for Minority Elder's. Exploratory Centers on Minority Aging Meeting, Bethesda, MD*



**DIANA BOWSER, Sc.D., M.P.H.**

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@DianaBowser8

Globally recognized health care leader, health economist and policy thought-leader with a unique combination of skills in management, economics and academic publishing and teaching. Widely recognized on understanding trends in health system change, especially related to how health care financing and costs impact the efficiency and effectiveness of programs, with a specific focus on vulnerable populations. Has worked at the state level since 2013, examining issues of behavioral health and substance abuse in specific populations.

Co-led the economic analysis of a NIDA-funded, multi-state initiative that calculated the cost inputs to implementing numerous evidence based programs for young adults with substance use and mental health disorders within five states (Mississippi, Georgia, Kentucky, Texas, and New York). Have worked closely in Mississippi on specific issues including analyzing use of emergency departments for low-income individuals. Most recently, am one of the lead health economist on two NIDA funded Helping to End Addiction Long-term Initiative (HEAL) studies examining the prevention and treatment options for individuals with substance use disorders in the following in Texas and Massachusetts. Have led a number of other economic evaluations (cost effectiveness, cost-benefit, and return on investment analyses) on specific health system interventions including new technology, new infrastructure, and changes in the health work force.

In addition to state-based work, also leads a robust portfolio of research that uses data, econometric techniques, analytics, and innovative research design to measure health system financing and payment changes on patient outcomes and health system performance. Research has focused on analyses of various health interventions and policies across varied health systems, with a recent focus on the impact of COVID-19 policies on the COVID-19 response.

Currently, Director of a robust PhD Program in Social Policy, managing 90+ students focusing their research in areas of health and other social policy issues. Previously, Director of a Master's Program in Global Health Policy and Management at Brandeis University managing 30+ student from countries around the world. Teaches graduate level courses in health systems, financing, health economics, research methods, and econometrics at several universities in the Boston area.

Also, Course Director for six Global Executive Training Programs at the Harvard T.H. Chan School of Public Health. Expert in bringing together top health care leaders from around the globe, in an innovative learning environment, to develop health system solutions for countries around the world. Training programs focus on understanding and finding solutions to health

system problems related to financing, payment, quality, human resources, and management. Leader of a core team of key faculty, course coordinators, and admissions staff.

## **ACADEMIC & PROFESSIONAL EXPERIENCE**

*Associate Professor,*

The Heller School for Social Policy and Management, Brandeis University, 2016-Present

*Director, PhD Program in Social Policy,*

The Heller School for Social Policy and Management, Brandeis University, 2020-Present

*Course Director, Harvard T.H. Chan School of Public Health, 2017-Present*

*Director, MS Program in International Health Policy and Management,*

The Heller School for Social Policy and Management, Brandeis University, 2013-2018

*Research Associate, Harvard T.H. Chan School of Public Health, 2011-Present*

*Co-Chair, Global Health and Development, PhD Concentration,*

The Heller School for Social Policy and Management, Brandeis University, 2013-2015

*Lecturer/Research Scientist, Schneider Institutes for Health Policy,*

The Heller School for Social Policy and Management, Brandeis University, 2013-2016

*Lecturer/Senior Research Associate, Schneider Institutes for Health Policy,*

The Heller School for Social Policy and Management, Brandeis University, 2011-2013

*Research Specialist, Harvard School of Public Health, 2001-2010*

## **EDUCATION**

ScD Harvard School of Public Health, Global Health and Population and Health Economics; 2010

MPH Yale School of Public Health, International Public Health, 1999

BA Harvard University, Major: Social Anthropology, 1995

## **HONORS & AWARDS**

Schneider Institute Endowment Support for Research Award, 2015

Harvard School of Public Health Tuition Reimbursement Program, 2003-2010

Harvard's Global Demography of Aging Research Traveling Fellowship, 2005-2007

Graduate Degree Scholarship, Harvard School of Public Health, Harvard University, 2005-2006

## EDITORIAL ROLES

Editorial Board Member: Health Systems & Reform

Ad Hoc Reviewer

BMJ Global Health

Health Policy

Health Policy and Planning

International Journal of Health Policy and Management

Maternal and Child Health Journal

American Journal of Public Health

Social Science & Medicine

## PUBLICATIONS

(\*denotes student or trainee)

### Peer-Reviewed Publications

**Diana Bowser**, Anna G Sombrio, Priya Agarwal-Harding, Donald S Shepard, Arturo Harker Roa. 2022. Integrating Venezuelan Migrants into the Colombian Health System during the COVID-19. *Health Systems & Reform (Revise and Resubmit)*.

Donald S Shepard; Adelaida Boada; Douglas Newball Ramirez; Anna G Sombrio; Carlos William Rincon; Priya Agarwal-Harding; Arturo Harker Roa; Jamie S Jason; **Diana M Bowser**. 2022. Differential impact of the COVID-19 pandemic in Colombia on utilization of medical services between Venezuelan migrants and citizens. *World Bank Report (Under Review)*.

**Diana Bowser**, Jamie Jason, Anna Sombrio, Donald Shepard, Arturo Harker Roa. 2022. Understanding the COVID-19 Response in Colombia using Mobility Data. UNDP COVID-19 Policy Documents Series (In Press).

**Diana Bowser**, Katharine Rowlands, Raissa Gervasio, Elizabeth Glaser, Lauren Buckley, Christopher B Nelson, Donald S Shepard. 2022. Respiratory Syncytial Virus Episode Costs in US Infants: Review and Nationally Weighted Analysis RSV. *Journal of Infectious Disease*. (under review)

**Diana Bowser**, Anna Sombrio, Neto Coulibaly, and Noah Mark. 2021. Activity Based Costing for HIV, primary care and nutrition service in low- and middle-income countries: A systematic literature review and synthesis. *Journal of Global Health Economics and Policy*. 1:e2021013. doi:10.52872/001c.29068,

**Diana Bowser**, Neema Landy\*, Reshma Dabideen, and Megan Gianfagna. 2021. Health System Strengthening for Vision Care in The Gambia. *Rural and Remote Health*. Apr;21(2):6245. doi: 10.22605/RRH6245. Epub 2021 Apr 6.

Monette Zard, Ling San Lau, **Diana M. Bowser** et al. 2021. Leave No-one Behind: Ensuring Access to COVID-19 vaccines for Refugee and Displaced Populations. *Nature Medicine* (2021). April 19; <https://doi.org/10.1038/s41591-021-01328-3>

**Diana Bowser**, Brandy Henry, and Kathryn McCollister. 2021. Cost analysis in implementation studies of evidence-based practice in behavioral health: A Systematic Literature Review. *Implementation Science*. 16, 26 (2021). <https://doi.org/10.1186/s13012-021-01094-3>

Leulseged Kasa, **Diana Bowser**, Allyala Nandakumar. 2020. Technical efficiency analysis of health facilities in Haiti: a stochastic frontier approach. *Journal of Hospital Management and Health Policy*. November 6, 2020. doi: 10.21037/jhmhp-20-25

Patrick Richard, **Diana Bowser**, Mark R. Bauer, Natalie Moresco, Regine Walker, Demarcio Reed, Mary Jo Larson. 2020. Opioid Prescribing for Surgical Dental Procedures in Dental Clinics of Military Treatment Facilities. *Journal of American Dental Association*. Feb;152(2):94-104.e18. doi: 10.1016/j.adaj.2020.09.020. Epub 2020 Dec 24

Adeyemi Okunogbe, **Diana Bowser**, Gulin Gedik, Saha Naseri, Ayat Abuagla, and Najibullah Safi. 2020. Global Fund Financing and Human Resources for Health Investments in the Eastern Mediterranean Region. *Journal of Human Resources for Health*. 18(48). <https://doi.org/10.1186/s12960-020-00483-x>

**Diana Bowser**, Brandy Henry\* and Kathryn McCollister. 2019. An Overlapping Systems Conceptual Framework to Evaluate Implementation of a Behavioral Health Intervention for Justice Involved Youth. *Health Services Insights*. Vol 12: 1-12. doi: 10.1177/1178632919855037

**Diana Bowser**, Laura Krech, David Mabarizi, David Kapaon, Angela Y. Chang\* and Thomas Bossert. 2019. Associations between Practices and Behaviors at the Health Facility Level and Supply Chain Management for Antiretrovirals (ARVs): Evidence from Namibia, Cameroon and Swaziland. *Global Health Sciences and Practice*. 7(2):300-316. doi: 10.9745/GHSP-D-19-00063

**Diana Bowser**, Manjiri Bhawalker, Rajesh Jha, and Peter Berman. 2019. The challenge of additionality: the impact of central grants for primary health care on state-level spending on primary health care in India. *International Journal of Health Policy and Management*. Vol 8(6): 329-336. doi: 10.15171/ijhpm.2019.06

**Diana Bowser**, Bryan Patenaude, Manjiri Bhawalker, Denizan Duran\*, and Peter Berman. 2019. Benefit Incidence Analysis in Public Health Facilities in India: Utilization and Benefits at the National and State Levels. *International Journal for Equity in Health*. Jan 21;18(1):13. doi: 10.1186/s12939-019-0921-6

Yakob, Bereket, Anna Gage, Tsinuel Gimma, Sarah Hurlburt, Seifu Hagos, Girmaye Dinsa, **Diana Bowser**, Peter Berman, Margaret Kruk, and Ephm Tekle. 2019. Low effective coverage of family planning and antenatal care services in Ethiopia. *International Journal for Quality in Health Care*. Jan 4. doi: 10.1093/intqhc/mzy251

**Bowser, D.M.**, Shepard, D.S., Nandakumar, A., Okunogbe, A. \*, Morrill\*, T., Halasa-Rappell, Y., Jordan, M., Mushi, F. \*, Boyce, C., and Erhunmwunse, O. A. 2018. Cost Effectiveness of Mobile Health for Antenatal Care and Facility Births in Nigeria. *Annals of Global Health*. 84(4), pp.592–602. doi: 10.29024/aogh.2364

**Bowser, D.**, Henry, B. \*, Wasserman, G., Knight, D., Gardner, S., Krupka, K., Grossi, B., Cawood, M., Wiley, T., & Robertson, A. 2018. Comparison of the Overlap between Juvenile Justice Case Processing and Screening & Referral to Behavioral Health Services. *Journal of Applied Juvenile Justice Services*. 5:1, 96-125.

Jennifer Becan, John P. Bartkowski, Danica K. Knight, Tisha R. A. Wiley, Ralph DiClemente, Lori Ducharme Ducharme, Gregory A. Aarons, Wayne N. Welsh, **Diana Bowser**, Kathryn McCollister, Matthew Hiller, Anne C. Spaulding, Patrick M. Flynn, Andrea Swartzendruber, Megan F. Dickson, and Jacqueline Horan Fisher. 2018. A Model for Rigorously Applying the Exploration, Preparation, Implementation, Sustainment (EPIS) Framework in the Design and Measurement of a Large Scale Collaborative Multi-Site Study. *Health and Justice*. Apr 13:6(1): doi: 10.1186/s40352-018-0068-3

**Diana Bowser**, Hannah Marqusce\*, Maria El Koussa and Rifat Atun. 2017. Health system barriers and enablers to early access to breast cancer screening, detection and diagnosis. *Public Health* 152: 58-74.

**Diana Bowser**, Yasmin Abbas\*, Temitope Odunleye, Edward Broughton, and Thomas Bossert. 2017. Quality of Care in Medical Schools in Sub-Saharan Africa. *International Journal of Medical Education* 8:276-282. doi: 10.5116/ijme.595b.b38c

Ilhom Akobirshoev\*, **Diana Bowser**, Susan Parish, Cindy Thomas, Sara Bachman. 2017. Does parental health mediate the relationship between parental uninsurance and insured children's health outcomes? Evidence from a national survey in the United States. *Health and Social Work*. March 2: 1-9. doi:10.1093/hsw/hlx003

Maria El Koussa, Rifat Atun, **Diana Bowser**, Margaret E. Kruk. 2016. Retaining physicians in the public sector: a systematic review of drivers of attrition and policy interventions. *Journal of Global Health* Dec;6(2):020403. doi: 10.7189/jogh.06.020403

**Diana Bowser**, Jaya Gupta\*, and Allyala Nandakumar. 2016 (April). The impact of demand- and supply side financing on infant, child and maternal mortality in low and middle income countries. *Health Systems & Reform*. doi:10.1080/23288604.2016.1166306.

**Diana Bowser**, Wu Zeng, Ilhom Akobirshoev\*, Tyler Morrill, and Allyala Nandakumar. 2016. The Impact of Health Care Spending and Income Inequality on Stunting Prevalence. *International Journal of Healthcare* 2(2): 23-33.

Ben Walker, John McGown, **Diana Bowser**, Alison Patev, Frances Reade\*, Maoven Razavi, David Dzielek, and Linda Southward. 2015 (May). An Assessment of Emergency Department Use Among Mississippi's Medicaid Population. *Journal of Mississippi Medical Association*.

**Diana Bowser**, Adeyemi Okunogbe\*, Elizabeth Oliveras, Laura Subramanian, and Tyler Morrill\*. 2015. A cost effectiveness analysis of a community health workers in Mozambique. *Journal of Primary Care and Community Health*. doi: 10.1177/2150131915579653

Rafael Cortez, **Diana Bowser**, Valeria Gemello\*, Jini Etolue\*, Meaghen Quinlin-Davidson, and Haidara Ousmane Diadie. 2015. Adolescent Sexual and Reproductive Health in Burkina Faso. *Health, Nutrition and Population Global Practice Knowledge Brief*. Washington, DC: World Bank

**Bowser, Diana** and Mande Limbu. 2015. Human rights principles maternal health. Chapter 12 in *The Roar Behind the Silence: Why kindness, compassion and respect matter in maternity care*. London, UK: Pinter and Martin Publisher.

**Bowser, Diana**, David Canning, and Adeyemi Okunogbe\*. 2014. The impact of tobacco taxes on health outcomes, 1970-2005. *Tobacco Control*, pii: tobaccocontrol-2014-051666. doi: 10.1136/tobaccocontrol-2014-051666. [Epub ahead of print].

**Bowser, Diana**, Susan Powers Sparkes\*, Andrew Mitchell, Thomas Bossert, Till Barnighuasen, Gulin Getik and Rifat Atun. 2013. Global Fund Investment in HRH: Innovation and Health System Strengthening. *Health Policy and Planning* 29(8), 986-997. doi: 10.1093/heapol/czt080. Epub 2013 Nov 6.

**Bowser, Diana** and David Canning. 2013. The effect of health improvements due to tobacco tax on earnings in the United States, 1970-2005. *Applied Economics* 45 (36): 5021-5030 doi: 10.1080/00036846.2013.815310 [Epub ahead of print].

**Bowser, Diana**, Ramon Figueroa, Adeyemi Okunogbe\*, and Laila Natiq\*. 2013. A Preliminary Assessment of Pay for Performance, Health Systems, and Health Outcomes in Belize. *Global Public Health* 8 (9): 1063-1064 doi: 10.1080/17441692.2013.829511. Epub 2013 Sep 13

**Bowser, Diana** and Ajay Mahal. 2011. Guatemala: The economic burden of illness and health system implications. *Health Policy* 100: 159-166. doi: 10.1016/j.healthpol.2010.11.011. Epub 2010 Dec 18

Canning, David and **Diana Bowser**. 2010. Investing in health to improve the wellbeing of the disadvantaged: Reversing The argument of fair society, health lives (The Marmot Review). *Social Science & Medicine* 1/4. doi: 10.1016/j.socscimed.2010.07.009. Epub 2010 Aug 5

Bloom, David E. and **Diana M. Bowser**. 2008. The Population Health and Income Nexus in the Mississippi River Delta Region and Beyond. *Journal of Health and Human Services Administration*. 105-123.

Cosby, Arthur G. and **Diana M. Bowser**. 2008. The Health of the Delta Region: A Story of Increasing Disparities. *Journal of Health and Human Services Administration*. Summer 2008.

Bossert, Thomas, Till Barnighausen, Andrew Mitchell, **Diana Bowser** and Gulin Gedik. 2007. Assessing the financing, education, management and policy context for strategic planning of human resources for health. Geneva: World Health Organization.

Bossert, Thomas J., **Diana M. Bowser**, Johnny K. Amenyah. Is decentralization good for logistics systems? Evidence on essential medicine logistics in Ghana and Guatemala. *Health Policy and Planning*. 2007:1-10 doi:10.1093/heapol/cz1041

Law, MB, Whitman, J., **Diana M. Bowser**, Krech L. Tobacco availability and point of sale marketing in demographically contrasting districts of Massachusetts. *Tobacco Control*. 2002: Jun; 11 Suppl 2: ii71-3. PMID: 12034986.

Law, MB, Wilson IB., **Diana M. Bowser**, Kerr SE. Taking antiretroviral therapy for HIV infection: learning from patients' stories. *Journal of General Internal Medicine*. 2000: Dec; 15(12): 848-58.

### Non-Peer Review Publication in Print or Media

Bowser, Diana. Strengthening the Humanitarian Response to COVID-19 in Colombia. Elrha <https://www.elrha.org/project/strengthening-the-humanitarian-response-to-covid-19-in-colombia/>

Allyala Nandakumar, Diana Bowser. The Justice. Views on the News: Vaccine nationalism, Big Pharma and the distribution vacuum in India. <https://www.thejustice.org/article/2021/05/views-on-the-news-vaccine-nationalism-big-pharma-and-the-distribution-vacuum-in-india>

Improving Health Outcomes in Haiti: Diana Bowser identifies key factors in efficiency and productivity by creating first national-level database of health care facility performance. July 2018. <https://heller.brandeis.edu/news/items/releases/2018/fall-2018-impact-report-bowser.html>

**Bowser, Diana** and Monica Jordan. Why You Should Study Global Health Policy And Management In The Age Of Trump. Feb 09, 2017. [https://www.huffingtonpost.com/entry/why-you-should-study-global-health-policy-and-management\\_us\\_589b38cdc4b0985224db5c86](https://www.huffingtonpost.com/entry/why-you-should-study-global-health-policy-and-management_us_589b38cdc4b0985224db5c86)

At the Heart of the Matter: A Heller Professor and Student Partner with Rwandan Government and Boston-Based non-Profit to Provide Cardiac Care. 2016. Heller School for Social Policy and Management. <http://heller.brandeis.edu/health-equity/index.html#article1>

### Working Papers and Reports

**Diana Bowser, et al.** Research Snapshot: Strengthening the Humanitarian Response to COVID-19 in Colombia. 2021. Elrha. [https://www.elrha.org/wp-content/uploads/2021/04/R2HC-Research-snapshot-51487\\_COVID19-in-Colombia\\_Brandeis.pdf](https://www.elrha.org/wp-content/uploads/2021/04/R2HC-Research-snapshot-51487_COVID19-in-Colombia_Brandeis.pdf)

**Diana Bowser, et al.** Policy Brief: COVID-19 and Venezuelan Migrants in Colombia. 2021. Elrha. <https://www.elrha.org/researchdatabase/policy-brief-strengthening-the-humanitarian-response-to-covid-19-in-colombia/>

**Diana Bowser, Gary Gaumer, David Kapaon, and Leulseged Kasa Mekonen.** 2019. Social Return on Investment in the Health Extension Worker Program in Ethiopia. *USAID 2030 HRH Project*

Bereket Yakob, Theodros Getachew, Anna Gage, **Diana Bowser**, and Margaret Kruk. 2017. Provision of Respectful Care in Ethiopia (Working Paper).

**Diana Bowser et al.** 2015. Applying the Quality and Maternal Newborn Care Framework to Non-Discrimination Interventions for Maternal and Newborn Health. (Working Paper).

Grepin, Karen and **Diana Bowser.** 2015. What is keeping them away? A quantitative analysis of reported reasons for non-institutional deliveries across low and middle-income countries. (Working Paper).

**Bowser, Diana, Adeyemi Okunogbe, and Danielle Fuller.** 2013. A Results-Based Financing Situational Analysis for Dominica. Washington, DC: World Bank.

**Bowser, Diana** and Danielle Fuller. 2013. A Results-Based Financing Situational Analysis for Saint Lucia. Washington, DC: World Bank.

Limbu, Mande, **Diana Bowser, Soo Downe, Kathleen Hill, Rima Jolivet, Mary-Ellen Stanton, Petra-ten Hoop-Bender.** 2012. Midwifery as the basis for fulfillment of human right for mother and infant. Working Paper.

**Bowser, Diana.** 2012. An Evaluation of Policy Changes to the NHI Contracting Model. Washington, DC: Inter-American Development Bank.

**Bowser, Diana** and Kathleen Hill. 2010. Disrespect and Abuse in Facility-based Childbirth. Washington, DC: USAID (Harvard School of Public Health and University Research Corporation).

**Bowser, Diana.** 2010. Analysis of the Global Fund Investment in Human Resources and Training: Ukraine. Global Fund to Fight AID, Tuberculosis and Malaria

Mahal, Ajay and **Diana Bowser.** Health Financing in Guatemala: A Situation Analysis and Lessons from Four Developing Countries. AED/USAID/HSPH. June 2009.

Mahal, Ajay and **Diana Bowser.** Economic Impact of Illness on Guatemalan Households Catastrophic Payments. AED/USAID/HSPH. September 2009.

Mahal, Ajay and **Diana Bowser.** The Economic Impact of Illness on Productivity among Guatemalan Households: Evidence from LSMS data. AED/USAID/HSPH. September 2009.

Bossert T. and Baernighausen T, Mitchell A. and **Bowser D.** *Assessing Financing, Education and Management for Strategic Planning for Human Resources in Health.* Geneva: World Health Organization 2007.

Bossert, Thomas J., **Diana M. Bowser,** Asta M. Kenney, Laurentiu M. Stan, and Anthony A. Hudgins. The Rationale for Family Planning in Ukraine: Evidence from Europe, Eurasia and the US. JSI/USAID August 2007.

**Bowser, Diana** and Paul Campbell. "Influencing State Policy on the Tobacco Settlement: The Experience in Maine". Maine Center for Public Health and American Cancer Society. March 2005.

Bossert, Thomas, **Diana Bowser,** Johnnie Amenyah, Dana Aronovich, Jim Bates and Kay Quam *Impact of Decentralization and Integration on the Performance of Health Logistics Systems: Concept Paper and Applied Research Protocol,* DELIVER/JSI 2002

Bossert, Thomas , **Diana Bowser** and Leonor Corea "Studies of Decentralization of the Health System in Nicaragua." *Harvard ARCH Project Report,* September 2001.

Bossert, T, Chawla M, **Bowser D,** Giedion U and Arbelaez J. Applied Research on the Decentralization of Health Care Systems in Latin America: Colombia Case Study. Data for Decision Making Project. Boston: Harvard School of Public Health, June 2000.

Bossert, Thomas, Mukosha Bona Chitah, Maryse Simonet, Ladslous Mwansa, Maureen Daura, Musa Mabandhala, **Diana Bowser,** Joseph Sevilla, Joel Beauvais, Gloria Silondwa and Munalinga Simatele. Decentralization of the Health System in Zambia. PHR Major Applied Research 6, Technical Report 2, 2000.

### **Invited Presentations/Panels**

**Virtual Panel Discussion: Health Care and Public Health in the Era of COVID-19 (Presented by Heller School for Social Policy and Management) Webinar**  
Public Health Expert  
Heller School, May 26, 2020



**Virtual Panel Discussion: Economic Impact of an Outbreak (Presented by Boston College M.S. in Applied Economics) Webinar**  
Health Economics Expert  
Boston College, May 14, 2020

**War on Cancer, Middle East Panel, Economist**  
**Redesigning health systems to improve cancer outcomes**  
<https://events.economist.com/events-conferences/cmca/war-on-cancer-middle-cast#agenda>  
Health Economics Expert  
May 1, 2018

### **Accepted/Submitted Presentations**

**The economic impact of respiratory syncytial virus (RSV) in infants in the United States: systematic literature review**  
Diana Bowser, Donald Shepard, Arturo Harker Roa  
Abstract Accepted to Health System Research Symposium  
Dubai, November 9, 2020

**The economic impact of respiratory syncytial virus (RSV) in infants in the United States: systematic literature review**  
Diana Bowser, Donald Shepard, Katie Rowlands, Elizabeth Glaser, Raissa Gervasio  
Abstract Accepted to Infectious Disease Week  
Philadelphia, PA, October 21-25, 2020

**Clinician Variation in Prescribing of Opioids is Substantial in MHS Emergency Departments**  
Patrick Richard, Mark R. Bauer, Natalie Moresco, Diana Bowser, Regine Walker, and Mary Jo Larson  
Abstract Accepted to Military Health System Research Symposium 2020

**Cost analysis in implementation studies of evidence-based practices in behavioral healthcare: a systematic review**  
Diana Bowser, Brandy Henry, Kathryn McCollister  
Abstract Accepted to European Health Economics Association (EuHEA)  
Oslo, Norway, July 7-10, 2020

**Financing, Workforce, and Clinical Care to Improve Social Support Integration**  
Tufts CTSI Health Equity Research: Fall 2018 Symposium Plus  
Tufts Medical Center, Boston, MA, October 10, 2018

**Cost effectiveness of mHealth for antenatal care in 10 Nigerian health facilities**  
4<sup>th</sup> Annual International Conference on Family Planning  
Nusa Dua, Indonesia, November 9-12, 2015

**Pay for Performance in the Belize Health Reform**  
Association for Public Policy Analysis and Management (APPAM) Fall Research Conference  
Baltimore, MD, November 8-10, 2012

**Disrespect and Abuse in Facility-Based Childbirth**

The Gender-based Violence Task Force of the Interagency Gender Working Group (IGWG)  
The National Press Club, Washington, DC, May 10, 2012

**Guatemala: The economic burden of illness and health system implications**

Bowser, Diana and Ajay Mahal; Paper presented at the International Conference on Behavior Medicine Annual Meeting August 2010

**The Effect of Life Expectancy on Economic Growth in the United States**

Bowser, Diana; Poster presented at the Population Association of America Annual Meeting April 2010

**Cause Specific Mortality and Income in the United States and the Mississippi River Delta Region**

Bowser, Diana; Paper presented at the Population Association of America Annual Meeting April 2010

**A Preston Analysis of the Income-Health Nexus in the Mississippi River Delta Region**

Bowser, Diana; Paper presented at the Southern Demographic Association Annual Meeting November 2008

**Tobacco Industry Targeting in the Mississippi River Delta Region**

Bowser, Diana, Carrie Carpenter, Geoff Wayne Ferris, and Greg Connolly; Paper presented at the APHA Annual Meeting November 2006

**Master's Thesis: Malnutrition and Health Policy in Rural El Salvador**

Monthly Latino Health Seminar at Yale University School of Public Health, May 1999

**DOCTORAL DISSERTATION COMMITTEES**

Chair, Agarwal-Harding Heller School	June 2022 (pending)	<i>Evaluating the impact of US immigration policy contexts on immigrant health</i>
Member, Yiqun Heller School	January 2021	<i>Foreign Aid Effect on Early Childhood Nutrition and Early Learning in Low and Middle Income Countries</i>
Member, Marion Cros Heller School	February 2019	<i>Difference in utilization of services between the public versus private sector in Haiti</i>
Member, Adeyemi Okunogbe Pardee RAND Graduate School	December 2018	<i>Three Essays on Health Financing in Sub Saharan Africa</i>
Member, Naeem Saleem Heller School	May 2018	<i>The impact of Conditional Cash Transfer Program on Maternal Health in Pakistan</i>
Chair, Ihom Akhobirshoev Heller School	May 2015	<i>The Impact of Parental Health Insurance on Health Outcomes and Health Care Utilization for Insured Children</i>

Chair, Yasmin Abbas  
Heller School

May 2016

*Access to Medicine between the  
Insured and Uninsured Hypertensive  
Patients in Egypt*

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## **MASTER'S LEVEL ADVISING**

Advisor 10 Masters Level Students Annually

2013-Present *Health System Topics*

## **TEACHING**

*The Heller School for Social Policy and Management, Brandeis University*

Economics for Managers, MDMBA Course, 2020-Present  
International Health Economics, Masters Course, 2019-Present  
Introduction to Microeconomics in Global Health, Masters Course, 2019-Present  
Research Methods, Masters Course, 2016-Present  
International Health Systems, Masters & Undergrad Course, 2012-Present  
Frameworks for Development, Masters & Undergrad Course, 2012-2013  
Seminar in Global Health and Development, Doctoral Course, 2012-2015

*The Harvard T.H. Chan School of Public Health, Executive Training Course Director*

Making Decentralization Work: Tools for Health Policy Makers and Managers (2 week course)  
Strengthening Human Resources for Health (2 week course)  
Improving the Quality of Health Services (2 week course)  
Health Care in the 21<sup>st</sup> Century: Workshop for Latin American Health Care Executives (1 week)  
Health Care Management and Digital Transformation: Emerging Health Technology (1 week)  
Health Care in the 21<sup>st</sup> Century: Workshop for Andres Bello University, Chile (1 week)

*The Harvard T.H. Chan School of Public Health*

Harvard School of Public Health Executive Course on Decentralization, 2000-Present  
Harvard School of Public Health Executive Course on Human Resources, 2000-Present

*Boston College*

Applied Health Economics, Online Course, 2020-Present

## **SERVICE TO BRANDEIS UNIVERSITY**

PhD in Social Policy Committee, 2020-Present  
Schneider Institutes, Collaboration Committee, 2019-Present  
Schneider Institutes, Administrative Management Committee, 2019- Present  
Global Health Faculty Search Committee, 2019- 2020  
IBH Strategic Planning Committee Member, 2019-Present  
Heller School Faculty Search Committee, 2018-2019

Research Steering Committee, 2018-Present  
Schneider Institutes Collaboration Committee, 2015-Present  
Master of Science in Global Health Policy and Management Committee, 2013-Present  
Heller Re-appointment Panel, 2020  
Diversity, Equity, and Inclusion Steering Committee, 2015-2018  
Educational Steering Committee, 2013-2018  
Sillerman Center Study Committee, 2014-2015  
Diversity Committee, Research and Scorecard Sub-Group, 2013-2015  
Senior Steering Committee, Schneider Institute, 2014-2015  
PhD Program Committee, 2012-2015

## CONSULTING EXPERIENCE

Pharos Global Health Advisors, HIV, TB, Malaria Integration and Efficiency, Haiti, 2019-2020  
World Health Organization, Health Systems and Finance, Geneva, 2016, 2018  
University Research Corporation, TRAction Project, Washington, DC, 2012  
Inter American Development Bank, Assessment of Pay for Performance, Belize, 2011-2012  
WHO-Ukraine, TB Health System Assessment, Ukraine, 2010  
The Global Fund for HIV/AIDS, TB and Malaria, Consultant, Ukraine and Honduras, 2010-2014  
Social Science Research Center, Mississippi State University, Consultant, Starkville, MS, 2007-2014  
Tobacco Research Group, Harvard School of Public Health, Consultant, Boston, MA, 2005  
Commonwealth Fund, Consultant, Boston, MA, 2004-2005  
Maine Center for Public Health/American Cancer Society, Consultant, Boston, MA, 2004

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## EXTERNAL FUNDING

(see Statement of Research for more detail and longer list of External Funding)

### Current Research Support

Bowser (PI) 6/1/20 – 5/30/25  
NIDA  
Preventing Opioid Use among Justice-involved Youth as They Transition to Adulthood: Leveraging Safe Adults (LeSA)  
Goal: To estimate the implementation costs and cost-effectiveness of TBR1 support options relative to standard reentry practices in achieving lower rates of opioid initiation and reductions in healthcare and criminal justice system costs  
Role: PI \$331,816

Bowser (Co-I) 6/1/20 – 7/30/21  
World Bank  
Forced Migration and Health  
Goal: To estimate the impact on the Colombian health care system of Venezuelan migrant populations.  
Role: Co-I

Bowser (Co-I)

11/1/19 – 6/30/21

Sanofi Pharmaceuticals

Leading a Systematic Literature Review on the cost and quality of life impact of Respiratory Syncytial Virus.

Goal: To develop a protocol and research methodology for a systematic literature review to understand the cost and quality of life impact of Respiratory Syncytial Virus

Role: Co-I

Completed Research Support

**Principal Investigator, *Strengthening the Humanitarian Response to COVID-19 in Colombia*, Elrha. \$364,425; 2020-2021**

**Principal Investigator, *Organizational and Environmental Factors Influencing the Implementation of Evidence-Based Practices in Juvenile Justice Settings*, NIDA/University of Miami. \$171,000; 2017-2020**

**Investigator, *Estimating overlap in Centers for Medicare and Medicaid Alternative Payment Models, CMS/MITRE/RTI*, 2019-2020**

**Principal Investigator, *Access to Eye Care in the Gambia*, OneSight Corporation. \$103,754; 2018-2019**

**Principal Investigator, *Return on Investment Analysis of Health Extension Workers in Ethiopia*, USAID/URC. \$136,924; 2018-2019**

**Principal Investigator, *Health Facility Efficiency in Haiti*, World Bank. \$50,000; 2018**

**Principal Investigator, *Business Plan for Cardiovascular Care in Rwanda*. Team Heart. \$10,000; 2016-2017**

**Principal Investigator, *Health Financing in India and Ethiopia*. Harvard T.H. Chan School of Public Health. \$48,060; 2016-2017.**

**Principal Investigator, *Health Data Analysis in Ethiopia*. Harvard T.H. Chan School of Public Health. \$24,030; 2016-2017.**

**Principal Investigator, *Health System Strengthening for Oncology Care in six MENA countries*. Harvard T.H. Chan School of Public Health. \$90,000; 2016-2017.**

**Principal Investigator, *Malaysia Health Sector Reform*. Harvard T.H. Chan School of Public Health. \$42,000; 2015-2016.**

**Principal Investigator, *KIIDS: Knowing about intervention implementation in Detention Sites*. National Institute on Drug Abuse. \$87,000; 2015-2016. Co-Principal Investigator: Kathryn McCollister, University of Miami.**

**Principal Investigator, *Cost Effectiveness of Mobile Health and Maternal Health Services in Nigeria*. Pathfinder International. \$92,897, 2013-2016**

**Principal Investigator, *Financing of Cardiovascular Care in Rwanda*. Team Heart. \$10,000; 2015**

**Principal Investigator, *Maternal and Child Health Sustainable Technical Assistance & Research, Bangladesh.***

United States Aid for International Development. \$197,000, 2012-2017.

**Principal Investigator, *Juvenile Justice—Translational Research on Interventions for Adolescents in the Legal System (JJTRIALS).*** National Institute on Drug Abuse-Mississippi State University. \$88,823, 2013-2015.

**Principal Investigator, *Assessing the Determinants to ED use by Medicaid Beneficiaries.*** Mississippi Medicaid-Mississippi State University. \$79,003, 2014-2015.

**Principal Investigator, *Adolescent Sexual and Reproductive Health in Burkina Faso.*** World Bank. \$21,530, 2012-2014.

## Kristen Faughnan, M.P.A., Analysis and Project Manager

### EDUCATION

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

### HIGHLIGHTED EXPERIENCE

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Kristen Faughnan is a policy researcher specializing in health equity and delivery system transformation. She is experienced in using quantitative research methodologies to understand health care disparities and evaluate program outcomes. For example, she managed and analyzed a large national data set in support of an analysis of racial disparities in premature delivery across states. This analysis identified risk factors for preterm delivery and created a state-level risk continuum for preterm delivery among Black parents. As another example, she worked with a team to analyze the impact of economic development programs, examining differences between locations in which such programs were implemented and comparable areas where they were not. She has also developed regional profiles using publicly available data sources such as the American Community Survey and supported the development of dashboards, manuscripts, and confidential patient safety reports.

In addition, Ms. Faughnan is an experienced project manager and has coordinated large research studies and evaluation contracts involving over 30 sites. Many of these projects have incorporated a strong focus on equity, examining topics such as care and service coordination for marginalized populations, access to recovery among individuals who visited the emergency department after an opioid overdose, and experiences of homelessness and housing insecurity during the COVID-19 pandemic. She has also drafted and edited a wide range of reports and manuscripts on topics related to health equity, delivery system performance, and quality improvement.

### PROFESSIONAL EXPERIENCE

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<b>Research Associate,</b> <i>Brandeis University, Schneider Institutes for Health Policy</i>	(2016-Present)
<b>Administrative Assistant</b> <i>Jansen Engineering, PLLC</i>	(2015-2016)
<b>Student Consultant</b> <i>New Orleans Redevelopment Authority</i>	(2015)
<b>Policy Intern, Workplace Programs</b> <i>National Partnership for Women and Families</i>	(2014)

### PUBLICATIONS

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*SHIFT-Care external evaluation: final report.* Report submitted to the Massachusetts Health Policy Commission. Pending publication.

*Summary of qualitative findings: SHIFT-Care external evaluation.* Report submitted to the Massachusetts Health Policy Commission. Pending publication.

Santos, P., & Faughnan, K. Innovative partnerships to address housing and homelessness during the COVID-19 pandemic. In development.

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

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

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

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

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

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

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

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

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

*Resonance and relevance in care coordination: final report*. (2019). Report presented to the Massachusetts Health Policy Commission.

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

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



Center for Medicare & Medicaid Innovation. (2018). *Survivorship care planning: Oncology Care Model Learning System, case study #6*. Retrieved from OCM Connect.

Center for Medicare & Medicaid Innovation. (2018). *Integrating palliative care: Oncology Care Model Learning System, case study #7*. Retrieved from OCM Connect.

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

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

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

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

Center for Medicare & Medicaid Innovation. (2017). *Supporting oral chemotherapy adherence: Learning System case study #3*. Retrieved from OCM Connect.

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

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

**Brandeis University Personnel**

**Title: Readiness Study for Certified Community Behavioral Health Clinics**

<b><u>Name</u></b>	<b><u>Annual Salary</u></b>	<b><u>Salary Paid by Contact</u></b>
Palmira Santos	125,761	18,864
Diana Boswer	159,004	11,925
Robert Dunigan	103,002	15,450
Kristen Faughnan	65,851	24,694