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

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

November 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** contract with The Brattleboro Retreat (VC# 174416), Brattleboro, VT in the amount of $684,000 to operate as a Designated Receiving Facility by providing acute, inpatient psychiatric services to children and youth between five (5) and seventeen (17) years of age, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	00FRF602PH 9501C	$684,000
			Total	**$684,000**

EXPLANATION

This request is **Sole Source** because there are no known viable alternatives to the services provided by the Contractor. Currently, there is only one (1) Designated Receiving Facility in New Hampshire that serves children and youth in need of inpatient psychiatric services, which is at capacity and is unable to meet the increased need for inpatient psychiatric services. The need for inpatient psychiatric services for children and youth has risen approximately 200% since the beginning of the COVID-19 pandemic. The Department sought services from similar Designated Receiving Facilities in surrounding New England states that serve children and youth in need of inpatient psychiatric services. However, all Designated Receiving Facilities, except for the Contractor, indicated they are at capacity due to staffing shortages as well as stricter protocols

related to COVID-19. Exhausting all viable options, the Department determined that the Contractor is the only qualified vendor willing and able to provide the needed services.

The purpose of this request is for the Contractor to operate as a Designated Receiving Facility by providing acute, inpatient psychiatric services to children and youth who are determined by a New Hampshire emergency department and/or Community Mental Health Centers' emergency services to be in need of acute, inpatient psychiatric treatment, or who are referred from New Hampshire Hospital.

Approximately 100 individuals will be served during State Fiscal Year 2022.

On any given day in New Hampshire, there are approximately thirty (30) children and youth in psychiatric distress waiting in emergency departments, statewide. Children and youth may be waiting for services for up to two weeks or more to receive acute, inpatient treatment due to being a risk to self or others. Further, children and youth awaiting services in emergency rooms do not receive the appropriate mental health treatment to address their presenting symptoms. This places New Hampshire at risk of being out of compliance with the System of Care for Children's Mental Health protocols as outlined in New Hampshire Revised Statutes Annotated (RSA) 135:F. By securing inpatient psychiatric services at The Brattleboro Retreat, the Department is taking meaningful steps to ensure that children and youth experiencing prolonged stays in emergency departments receive the immediate psychiatric care they need.

The Contractor will operate as a Designated Receiving Facility and will provide ten (10) beds; ensuring the maximum unit census is determined by the ability to safely staff the unit. Additionally, the Contractor will provide appropriate psychiatric treatment to children and youth, and will coordinate discharge through collaboration with patients' families, mental health service providers, relevant State agencies and other contractors.

The Department will monitor services by reviewing monthly Designated Receiving Facility submission templates and progress reports submitted by the Contractor.

The funding in the contract is for non-Medicaid billing services only including under and non-insured children and youth.

As referenced in Exhibit A, Revisions to Standard Terms, of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, children and youth between five (5) and seventeen (17) years of age who are in need of acute, inpatient psychiatric services will not receive timely and adequate care, which could result in individuals being at risk of worsening conditions and/or lengthier emergency department stays, which could result in death or injury that would otherwise be preventable.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #21.027, FAIN # TBD.

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

Respectfully submitted,

Maura Hern
on behalf of Commissioner Shibinette

Lori A. Shibinette
Commissioner

Subject: Psychiatric Care for Children (SS-2021-DBH-16-PSYCH-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 The Brattleboro Retreat		1.4 Contractor Address 1 Anna Marsh Ln., Brattleboro, VT 05301	
1.5 Contractor Phone Number (802) 257-7785	1.6 Account Number 05-095-940010-24650000	1.7 Completion Date June 30, 2022	1.8 Price Limitation $684,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Dr. Louis Josephson 72929940... Date: 11/15/2021		1.12 Name and Title of Contractor Signatory Dr. Louis Josephson CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05D84... Date: 11/16/2021		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)* By: DocuSigned by: J. Christopher Marshall D5BD458E80B4403... On: 11/16/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DLJ
Date ~~11/15/2021~~

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.

Contractor Initials DS DLJ

Date ~~11/15/2021~~

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 DLJ

Date ~~11/15/2021~~

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date ~~11/15/2021~~

New Hampshire Department of Health and Human Services
Psychiatric Care for Children

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Council approval ("Effective Date").

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

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, is amended by adding subparagraph 9.3 as follows:

9.3 In the event early termination, both parties agree to partner to ensure census is reduced through safe and appropriate discharges or transfers to other facilities capable of providing the required level of care. Under no circumstance shall patient care be compromised as a result of early termination.

1.4. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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
Psychiatric Care for Children

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall admit children and youth, as deemed appropriate, who are:

1.1.1. Between the ages of five (5) and seventeen (17);

1.1.2. Determined by a clinician/practitioner, who conducted a thorough psychiatric assessment, to require acute psychiatric treatment through the emergency department or Community Mental Health Program emergency services;

1.1.3. Waiting for an acute psychiatric bed while at a New Hampshire emergency room;

1.1.4. Enrolled in Medicaid Managed Care or a private insurance, or are uninsured; and

1.1.5. Admitted on a voluntary basis.

1.2. The Contractor shall receive referrals from New Hampshire Hospital Staff electronically, based upon bed availability.

1.3. The Contractor shall provide services, not to exceed the agreed upon number of ten (10) beds ensuring:

1.3.1. The maximum unit census is determined by the ability to safely staff the unit.

1.3.2. The maximum number of children and youth served is limited based on unit census and not solely on unit capacity.

1.4. If a patient reaches age eighteen (18) while on the unit, the Contractor shall continue treating the young adult on the unit in a manner that best meets the patient's needs and is appropriate for the primary issue being treated.

1.5. The Contractor shall operate as a Designated Receiving Facility (DRF) for children and youth as necessary, and in accordance with;

1.5.1. New Hampshire Revised Statutes Annotated:

1.5.1.1. 135-C New Hampshire Mental Health Services System.

1.5.1.2. 135-F, System of Care for Children's Mental Health.

1.5.1.3. 126 U, Limiting the use of Child Restraint Practices in Schools and Treatment Facilities.

1.5.2. New Hampshire Administrative Rules He-M 405, He-M 204, He-M 305,

He-M 311, and He-C 900.

1.6. The Contractor shall follow the Medicaid Participating Provider Agreement.

1.7. The Contractor shall place children and youth in the most appropriate setting in accordance with its clinical evaluation and best treatment practices.

1.8. The Contractor shall provide appropriate psychiatric treatment to children and youth admitted in accordance with The Joint Commission inpatient hospital accreditation standards and child psychiatric best practices as outlined in the American Academy of Child and Adolescent Psychiatry (AACAP).

1.9. The Contractor shall collaborate with the Department and the Care Management Entities (CME) on issues and barriers regarding children and youth who are:

1.9.1. Waiting in New Hampshire emergency rooms for psychiatric treatment.

1.9.2. Waiting for appropriate and timely discharges.

1.10. The Contractor shall collaborate with the patient's community behavioral health provider and other support agencies including, but not limited to the Division for Children, Youth & Families (DCYF), State-designated CMEs, and Peer Support providers to ensure:

1.10.1. Successful transfer of pertinent treatment information prior to discharge, for the continuity of treatment in the community.

1.10.2. Appropriate, reasonable, and safe discharge plans for the continued treatment of the patient's condition.

1.11. The Contractor shall determine if children and youth who are enrolled with a Managed Care Organization (MCO) will require residential treatment for their condition, upon discharge. If it is determined that residential treatment is required as part of the child or youth's discharge plan, the Contractor shall:

1.11.1. Document the medical necessity using the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) regulations.

1.11.2. Submit all required documentation to the MCO with which the child is enrolled in order to obtain approval for residential treatment upon discharge.

1.12. The Contractor shall assist the family with completing an application for Home Care for Children with Severe Disabilities (HC-CSD) Medicaid by providing comprehensive and current psychiatric information, if an uninsured child or youth is discharged to a residential treatment setting.

1.13. The Contractor shall maintain all necessary accreditation and liability insurance for its facility and staff and ensure sufficient staff for the provision of services in this agreement.

1.14. The Contractor shall utilize practices and deliver services in alignment with the requirements in NH RSA 135-F by:

1.14.1. Incorporating the five (5) core values of the New Hampshire Children's System of Care into practice, which include, but are not limited to:

1.14.1.1. Family Driven and Youth Driven:

1.14.1.1.1. Family and Youth are the core of the work. Utilizing the strengths and needs of the child and family, the Contractor works with the family in determining the types and mix of services and supports provided. Family and Youth have a role in decision making regarding what the treatment priorities and family goals are within the treatment plans.

1.14.1.1.2. Family and youth are given a voice to assist in improving the quality of service delivery including family and youth engagement strategies and other ways the Contractor can better align practice and service delivery with these core values.

1.14.1.2. Community Based:

1.14.1.2.1. Services are provided at the community level with the youth and family in their home and community when possible.

1.14.1.2.2. Services include assisting the child and their family with transitioning back to home and community, prior to discharge, which includes, but is not limited to:

1.14.1.2.2.1. Ensuring treatment goals and behavioral strategies are clear and are able to be implemented in the home environment.

1.14.1.2.2.2. Ensuring that community-based services are engaged and aware of the strength's and needs of child and family,

1.14.1.2.2.3. Ensuring community-based services are knowledgeable about the treatment plan and strategies for continuity of treatment and support once the child is back in the home and community.

1.14.1.3. Culturally and Linguistically Competent:

1.14.1.3.1. Culturally and linguistically competent, with services and service delivery that reflect the cultural, racial, ethnic, and linguistic differences of the populations they serve to facilitate access to and utilization of appropriate services and supports.

1.14.1.3.2. Full understanding of a family's values and culture is required to develop a trusting partnership and supportive relationship with families.

1.14.1.4. Trauma-informed Care:

1.14.1.4.1. Treatment and support services are delivered in a manner that is trauma-informed using the six (6) core principles of a trauma-informed approach, which are:

1.14.1.4.1.1. Safety.

1.14.1.4.1.2. Trustworthiness and Transparency.

1.14.1.4.1.3. Peer Support.

1.14.1.4.1.4. Collaboration and Mutuality.

1.14.1.4.1.5. Empowerment, Voice and Choice.

1.14.1.4.1.6. Cultural, Historical, and Gender Issues.

2. Discharge Data

2.1. The Contractor shall submit a completed DRF submission template monthly on or before the 15th of the month following the reporting period.

2.2. The Contractor shall submit the data to the Department's secure FTP site or other method approved by the Department.

3. Exhibits Incorporated

3.1. 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.

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

3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting Requirements

4.1. The Contractor shall submit to the Department any data needed to comply with federal or other reporting requirements.

4.2. The Contractor shall submit a monthly progress report to the Department by the fifteenth (15th) day of the month for the previous month, regarding children and youth who are residents of New Hampshire, which shall include, but is not limited to:

4.2.1. Any staffing issues that impede the contractor's ability to accept admissions;

4.2.2. Any issues with the level of acuity of New Hampshire children;

4.2.3. Any barriers or concerns with timely discharges; and

4.2.4. Number of children awaiting discharge to include the following information;

4.2.4.1. Demographics.

4.2.4.2. NH DCYF involvement.

4.2.4.3. Discharge plan.

4.2.4.4. Number of days since the determination that the individual was ready for discharge.

4.2.4.5. Brief explanation of the status and steps being taken to achieve discharge and by whom.

4.3. The Contractor shall send all reporting with the monthly invoice to the address listed in Exhibit C, Section 5.

4.4. If the Contractor does not provide the required reports under Section 2, Discharge Data, or Section 4, Reporting, the Department may require the Contractor to provide a corrective action plan detailing all actions that will be taken to comply with the requirement(s) until such time compliance has been achieved.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. 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.

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

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with

limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement 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 Services."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of

the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

5.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. 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.

6.1.2. 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of

services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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 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
Psychiatric Care for Children

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal Funds, American Rescue Plan Act of 2021, Assistance Listing #21.027, FAIN #(TBD).
2. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. **Compensated Care through Medicaid, Private Insurance or Other Payors**
   - 3.1. For compensated care, children's psychiatric care services provided by the Contractor shall be paid as follows:
     - 3.1.1. For individuals enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
     - 3.1.2. For individuals enrolled with Private Insurance or Other Payors, the Contractor shall directly bill the Private Insurance or Other Payors.
     - 3.1.3. For individuals who are uninsured or are fully uncompensated by the MCOs or Other Payors, see Section 4, Daily Rate below.
4. **Daily Rate**
   - 4.1. When payment is not available through MCO, Private Insurance or Other Payor, the Contractor shall be paid a daily rate of $750.00 per day for the first year of the Agreement for each child whose:
     - 4.1.1. Care no longer meets the criteria of the MCO acute care level of treatment and the family or responsible party has no ability to pay.
     - 4.1.2. Care exceeds 12 days post certification, which are the first twelve days covered by MCOs or Private Insurance.
     - 4.1.3. Care is fully uncompensated based on the child being uninsured and the family or responsible party has no ability to pay.
   - 4.2. If, in the future, MCOs allow for billing of post certification days, the Contractor shall bill the MCOs in place of the Department.
5. The Contractor shall submit an invoice and supporting documents, including, but not limited to the denial of claims, to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
   - 5.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
   - 5.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

5.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

6. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

8. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

9. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Contract Monitoring

10.1. The Contractor shall participate in training and technical assistance as required by the Department.

10.2. If there are any ongoing or pending lawsuits filed against the Contractor or any investigations or inspections of the Contractor by any state or federal regulatory agency within the last two (2) years, the Contractor shall submit documentation showing the nature and background of the lawsuit/investigation, including, but not limited to, copy of the lawsuit and/or investigation and any resulting outcome, whether settled informally or formally, including any appeals.

10.2.1. The Contractor shall submit semi-annual progress reports on any ongoing or pending lawsuits filed against the Contractor to dhhs-grants@dhhs.nh.gov.

Other Payment Terms

11. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

EXHIBIT C

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. 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.

15. Audits

    15.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        15.1.1. 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.

        15.1.2. 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.

        15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.

    15.3. 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.

    15.4. 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.

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

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:

11/15/2021
Date

DocuSigned by:
Dr. Louis Josephson
Name: Dr. Louis Josephson
Title: CEO

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:

11/15/2021
Date

DocuSigned by:
Dr. Louis Josephson
Name: Dr. Louis Josephson
Title: CEO

DS
DLJ
Vendor Initials

11/15/2021
Date

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

DS
DLJ

Contractor Initials _____

11/15/2021
Date _____

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:

11/15/2021
Date

DocuSigned by:
Dr. Louis Josephson
729380A01E04481...
Name: Dr. Louis Josephson
Title: CEO

Contractor Initials DLJ
DS
Date 11/15/2021

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.

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:

DocuSigned by:
Dr. Louis Josephson
72939901E04487...

11/15/2021
Date

Name: Dr. Louis Josephson
Title: CEO

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:

DocuSigned by:
Dr. Louis Josephson
Name: Dr. Louis Josephson
Title: CEO

11/15/2021
Date

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DLJ
Contractor Initials

11/15/2021
Date

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, TitleXIII, 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.

Contractor Initials DLJ

Date 11/15/2021

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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 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.

Contractor Initials DLJ

Date 11/15/2021

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	The Brattleboro Retreat
The State	Name of the Contractor
Katja S. Fox	Dr. Louis Josephson
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Dr. Louis Josephson
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
11/16/2021	11/15/2021
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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Dr. Louis Josephson

11/15/2021
Date

Name: Dr. Louis Josephson
Title: CEO

Contractor Initials DS DLJ
Date 11/15/2021

FORM A

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

1. The DUNS number for your entity is: 073974065 and 158851485

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: Lisa Lambert MD	Amount: 474.504
Name: Louis Josephson	Amount: 434.260
Name: Gaurav Chawla, MD	Amount: 356,977
Name: Karl Jeffries, MD	Amount: 301,230

Contractor Initials DS DLJ

Date 11/15/2021

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

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

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

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

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.).

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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.

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

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 VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Good Standing

I, James C. Condos, Vermont Secretary of State, do hereby certify that according to the records of this office

THE BRATTLEBORO RETREAT

a Domestic Non-profit Corporation formed under the laws of the State of VERMONT, was filed for record in this office on Nov 03, 1834.

I further certify that the company has perpetual duration, that its most recent annual report is on file, and that as of this date, articles of dissolution / withdrawal have not been filed.

September 27, 2021

Given under my hand and seal of office at Montpelier, the State Capital.

James C. Condos

James C. Condos
Vermont Secretary of State

Business ID: 0046557
Certificate Number: 2013874870001

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Brattleboro Retreat.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 20, 20 16, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of The Brattleboro Retreat to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 11/10/2021

Signature of Elected Officer
Name: Adam Grinold
Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2021

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

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

PRODUCER The Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302	CONTACT NAME: Amber Brown PHONE (A/C, No, Ext): (802) 254-6016 FAX (A/C, No): (802) 254-7110 E-MAIL ADDRESS: abrown@therichardsgrp.com
INSURED Brattleboro Retreat Inc. PO Box 803 Brattleboro VT 05302	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Medical Mut Ins Co of Maine — 36277 INSURER B: Liberty Mutual Fire Insurance Co — 23035 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21/22 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			VT HPL 003993	11/09/2021	11/09/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 6,000,000 $ 6,000,000 $ 6,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS2-611-260095-021	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			VT UMB 003995	11/09/2021	11/09/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA2-61D-260095-011	11/15/2021	11/15/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Hospital Medical Professional Liability			VT HPL 003993	11/09/2021	11/09/2022	Each Claim Aggregate	$2,000,000 $6,000,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Catherine M. Conan

Brattleboro Retreat
MENTAL HEALTH AND ADDICTION CARE

Mission Statement:

Inspired by the courage of our patients, the Brattleboro Retreat is dedicated to children, adolescents, and adults in their pursuit of recovery from mental illness, psychological trauma, and addiction. We are committed to excellence in treatment, advocacy, education, research, and community service. We provide hope, healing, safety, and privacy through a full continuum of medical and holistic services delivered by expert caregivers in a uniquely restorative Vermont setting.

BerryDunn

Brattleboro Retreat

FINANCIAL STATEMENTS

December 31, 2020 and 2019

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Brattleboro Retreat

We have audited the accompanying financial statements of Brattleboro Retreat, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. These 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 Brattleboro Retreat as of December 31, 2020 and 2019, and the results of its operations, changes in its net assets, and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Board of Trustees
Brattleboro Retreat

Substantial Doubt about Brattleboro Retreat's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that Brattleboro Retreat will continue as a going concern. As discussed in Note 17 to the financial statements, Brattleboro Retreat has experienced significant operating losses for several years. This factor and the resulting impact on cash flows raise substantial doubt about its ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding this matter are also described in Note 17. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
July 26, 2021
Registration No. 92-0000278

BRATTLEBORO RETREAT

Balance Sheets

December 31, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 5,715,267	$ 41,310
Accounts receivable	7,699,649	10,653,566
Due from third-party payors	1,462,536	798,477
Prepaid expenses, supplies and other current assets	780,260	1,144,639
Total current assets	15,657,712	12,637,992
Assets limited as to use		
Board-designated funds	3,686,428	4,965,555
By donor restriction	1,847,105	4,298,796
Total assets limited as to use	5,533,533	9,264,351
Property and equipment, net	22,585,319	19,284,123
Cash surrender value of life insurance policies and annuity contracts	525,049	561,852
Other assets	754,470	1,245,223
Total assets	$ 45,056,083	$ 42,993,541

The accompanying notes are an integral part of these financial statements.

LIABILITIES AND NET ASSETS

	2020	2019
Current liabilities		
Bank overdraft	$ 218,707	$ 2,472,597
Line of credit	-	597,584
Current portion of long-term debt	10,386,933	11,185,977
Accounts payable and accrued expenses	6,883,190	5,336,381
Accrued salaries and related amounts	3,471,603	3,291,359
Medicare accelerated payments	1,678,932	-
Deferred provider relief funds	3,912,932	-
Other current liabilities	-	250,000
Current portion of deferred compensation obligations	15,000	15,000
Total current liabilities	26,567,297	23,148,898
Deferred compensation obligations, excluding current portion	603,582	497,884
Long-term debt, excluding current portion	42,578	-
Total long-term liabilities	646,160	497,884
Total liabilities	27,213,457	23,646,782
Net assets		
Without donor restrictions	10,058,073	13,459,897
With donor restrictions	7,784,553	5,886,862
Total net assets	17,842,626	19,346,759
Total liabilities and net assets	$ 45,056,083	$ 42,993,541

BRATTLEBORO RETREAT

Statements of Operations

Years Ended December 31, 2020 and 2019

	2020	2019
Revenues without donor restrictions, gains, and other support		
Net patient service revenue	$ 45,583,203	$ 52,150,506
Provider relief fund and other stimulus revenue	14,342,729	-
Other revenue	3,935,801	3,324,525
Net assets released from restrictions for operations	-	214,215
Total revenues without donor restrictions, gains, and other support	63,861,733	55,689,246
Expenses		
Salaries and wages	32,796,453	29,947,048
Employee benefits	9,177,391	7,500,021
Utilities expense	1,009,877	1,233,671
Insurance expense	832,437	731,639
Purchased services	9,987,268	11,965,298
Other operating expenses	6,398,339	6,040,175
Health care improvement tax	2,496,765	1,920,500
Depreciation	1,759,641	1,813,182
Interest expense	375,274	506,790
Total expenses	64,833,445	61,658,324
Loss from continuing operations	(971,712)	(5,969,078)
(Loss) income from discontinued operations	(2,672,831)	100,062
Loss from operations	(3,644,543)	(5,869,016)
Other income (losses)		
Investment income	107,136	187,268
Net realized gains on the sales of investments	69,667	11,810
Change in net unrealized gains on equity investments	209,588	64,856
Other non-operating (losses) income	(8,472)	114,492
Net other income	377,919	378,426
Deficiency of revenues, gains, and other support over expenses and losses	(3,266,624)	(5,490,590)
Change in net unrealized (losses) gains on investments	(147,600)	135,302
Net assets released from restrictions for property and equipment	12,400	374,818
Decrease in net assets without donor restrictions	$ (3,401,824)	$ (4,980,470)

The accompanying notes are an integral part of these financial statements.

BRATTLEBORO RETREAT

Statements of Changes in Net Assets

Years Ended December 31, 2020 and 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, January 1, 2019	$ 18,440,367	$ 6,107,645	$ 24,548,012
Deficiency of revenues, gains, and other support over expenses and losses	(5,490,590)	-	(5,490,590)
Change in net unrealized gains on investments	135,302	8,335	143,637
Investment income, net of fees	-	13,147	13,147
Net realized gains on the sales of investments	-	41,813	41,813
Restricted contributions	-	304,955	304,955
Net assets released from restrictions for operations	-	(214,215)	(214,215)
Net assets released from restrictions for property and equipment	374,818	(374,818)	-
Change in net assets	(4,980,470)	(220,783)	(5,201,253)
Balances, December 31, 2019	13,459,897	5,886,862	19,346,759
Deficiency of revenues, gains, and other support over expenses and losses	**(3,266,624)**	-	**(3,266,624)**
Change in net unrealized (losses) gains on investments	**(147,600)**	**77,325**	**(70,275)**
Investment income, net of fees	-	**13,321**	**13,321**
Net realized gains on the sales of investments	-	**9,929**	**9,929**
Restricted contributions - other	-	**310,473**	**310,473**
Restricted contributions for property and equipment	-	**1,499,043**	**1,499,043**
Net assets released from restrictions for property and equipment	12,400	(12,400)	-
Change in net assets	(3,401,824)	1,897,691	(1,504,133)
Balances, December 31, 2020	$ 10,058,073	$ 7,784,553	$ 17,842,626

The accompanying notes are an integral part of these financial statements.

BRATTLEBORO RETREAT

Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ (1,504,133)	$ (5,201,253)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Contributions and investment income restricted for long-term purposes	(1,499,043)	(20,966)
Depreciation	1,759,641	1,813,182
Net realized and unrealized gains on investments	(218,909)	(262,116)
Loss (income) from discontinued operations	2,672,831	(100,062)
Equity in loss (income) of joint venture	8,472	(114,492)
Distribution from investment in joint venture	600,000	-
Change in value of life insurance policies and annuity contracts	36,803	-
Decrease in		
Accounts receivable	2,953,917	641,165
Prepaid expenses, supplies and other current assets	364,379	555,730
Increase (decrease) in		
Accounts payable and accrued expenses	1,222,033	37,107
Accrued salaries and related amounts	180,244	(1,240,060)
Due to third-party payors	(664,059)	319,334
Other current liabilities	(250,000)	(600,000)
Medicare accelerated payments	1,678,932	-
Provider relief funds	3,912,932	-
Deferred compensation obligations	(12,021)	(10,212)
Net cash provided (used) by operating activities from continuing operations	11,242,019	(4,182,643)
Net cash (used) provided by operating activities from discontinued operations	(2,672,831)	100,062
Net cash provided (used) by operating activities from operations	8,569,188	(4,082,581)
Cash flows from investing activities		
Purchases of property and equipment	(4,675,951)	(2,579,799)
Proceeds from sales of investments	4,193,175	10,015,220
Purchases of investments	(243,448)	(6,000,578)
Net cash (used) provided by investing activities	(726,224)	1,434,843
Cash flows from financing activities		
(Decrease) increase in bank overdraft	(2,253,890)	2,345,760
Payments on long-term debt	(816,576)	(669,194)
Net (payments) advances on line of credit	(597,584)	150,376
Contributions and investment income restricted for long-term purposes	1,499,043	20,966
Net cash (used) provided by financing activities	(2,169,007)	1,847,908
Net increase (decrease) in cash and cash equivalents	5,673,957	(799,830)
Cash and cash equivalents, beginning of year	41,310	841,140
Cash and cash equivalents, end of year	$ 5,715,267	$ 41,310

The accompanying notes are an integral part of these financial statements.

BRATTLEBORO RETREAT

Statements of Cash Flows (Concluded)

Years Ended December 31, 2020 and 2019

	2020	2019
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 378,549	$ 515,115

Non-cash transactions:

At December 31, 2020 and 2019, there were $614,020 and $289,244, respectively, of construction-in-progress additions included in accounts payable.

In 2020, equipment in the amount of $60,110 was acquired through a capital lease.

The accompanying notes are an integral part of these financial statements.

Organization and Description of Business

The Brattleboro Retreat (Retreat), a not-for-profit corporation, is principally a facility for the treatment of mental health and addictive disorders among children, adolescents and adults. The Retreat also offers educational programs to school-age children receiving rehabilitative care.

1. Summary of Significant Accounting Policies

Basis of Statement Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 958, *Not-For-Profit Entities*. Under FASB ASC 958 and FASB ASC 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows, according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Retreat. These net assets may be used at the discretion of the Retreat's management and the Board of Trustees (Board).

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Retreat or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all demand deposit and short-term money market accounts. Bank overdrafts are the result of timing differences between the payment of obligations and the transfer of funds from other sources, and are included in current liabilities in the balance sheets at December 31, 2020 and 2019.

Revenue Recognition and Accounts Receivable

In 2019, the Retreat adopted FASB Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which superseded accounting standards that currently existed under generally accepted accounting principles and provides a single revenue model to address revenue recognition to be applied by all companies. Under the new standard, companies recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. ASU No. 2014-09 also requires companies to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Retreat adopted this ASU for the year ended December 31, 2019 and elected the modified retrospective method.

The effect of adopting Topic 606 changed the timing of when the Retreat recognizes uncollectible patient accounts receivable in full upon the recognition of patient service revenue. Previously, these uncollectible patient accounts receivable were recognized through an estimation process that occurred over a period of months.

Patient service revenue is reported at the amount that reflects the consideration to which the Retreat expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Retreat bills the patients and third-party payors several days after the services are performed or the patient is discharged from the facility. Revenue is recognized as performance obligations are satisfied.

The Retreat has elected the practical expedient allowed under FASB ASC 606-10-32-18 and does not adjust the promised amount of consideration from patients and third-party payors for the effects of a significant financing component due to the Retreat's expectation that the period between the time the service is provided to a patient and the time that the patient or a third-party payor pays for that service will be one year or less. However, the Retreat does in certain instances enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

Performance obligations are determined based on the nature of the services provided by the Retreat. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Retreat believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients in the hospital receiving inpatient acute care services or

patients receiving services in outpatient programs. The Retreat measures the performance obligation from admission into the hospital or the commencement of an outpatient service, to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge or completion of the outpatient services. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to patients and customers in a retail setting (for example, cafeteria) and the Retreat does not believe it is required to provide additional goods or services related to that sale. For the years ended December 31, 2020 and 2019, the Retreat determined any revenue recognized from goods and services that transfer to the customer at a point in time is not material to the financial statements.

Because all of its performance obligations relate to contracts with a duration of less than one year, the Retreat has elected to apply the optional exemption provided in FASB ASC 606-10-50-14 (a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to inpatient acute care services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

The Retreat determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Retreat's policy, and implicit price concessions provided to uninsured patients. The Retreat determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Retreat determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable at January 1, 2019 was $11,294,731.

The Retreat has agreements with third-party payors that provide for payments to the Retreat at amounts different from its established charges. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are paid at prospectively determined rates based upon a patient classification system. These rates vary based on clinical, diagnostic and other factors. Amounts not paid by Medicare beneficiaries are reimbursed through the annual cost reports. As of December 31, 2020, final settlement has been made by Medicare for all years through 2018.

Medicaid

Services rendered to Medicaid program beneficiaries are paid under prospectively determined rates, per diem payments and fee schedules.

Other Payors

The Retreat has also entered into payment agreements with certain commercial insurance carriers. The basis for payment to the Retreat under these agreements includes prospectively determined daily rates and discounts from established rates.

Revenue from the Medicare and Medicaid programs accounted for approximately 25% and 50%, respectively, of the Retreat's gross patient revenue for the year ended December 31, 2020 and 23% and 52%, respectively, of the Retreat's gross patient revenue for the year ended December 31, 2019. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result of investigations by governmental agencies, various healthcare organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Retreat's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Retreat. In addition, the contracts the Retreat has with commercial and other payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Retreat's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from changes in transaction price in 2020 and 2019 decreased net patient service revenue by approximately $131,000 and $99,000, respectively.

Consistent with the Retreat's mission, care is provided to patients regardless of their ability to pay. Therefore, the Retreat has determined it has provided implicit price concessions to uninsured patients and other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represents the difference between amounts billed to patients and the amounts the Retreat expects to collect based on its collection history with those patients.

Patients who meet the Retreat's criteria for charity care are provided care without charge or at amounts less than established rates. Such amounts determined to qualify as charity care are not reported as revenue. The Retreat estimates the costs associated with providing charity care by calculating a ratio of total cost to total gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of caring for charity care patients was approximately $144,000 and $220,000 for 2020 and 2019, respectively.

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Retreat also provides services to uninsured patients and offers those uninsured patients a discount, either by policy or law, from standard charges. The Retreat estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions based on historical collection experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as bad debt expense. Bad debt expense for the years ended December 31, 2020 and 2019 was not significant.

The Retreat has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, managed care or other insurance, patient) have different reimbursement and payment methodologies
- Length of the patient's service or episode of care
- Method of reimbursement (fee for service or fixed prospective payment)
- Retreat's program that provided the service

Investments and Investment Income

In 2019, the Retreat adopted FASB ASU No. 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU No. 2016-01 requires equity investments to be measured at fair value with changes in fair value recognized in the deficiency of revenues, gains, and other support over expenses and losses.

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the balance sheets. Investment income (including realized gains and losses on investments and unrealized gains and losses on equity investments, interest, and dividends) is included in the deficiency of revenues, gains, and other support over expenses and losses unless the income or loss is restricted by donor or law.

Supplies

Supplies are stated at the lower of cost (determined by the first-in, first-out method) or market.

Assets Limited as to Use

Assets limited as to use consist of donor-restricted funds and assets set aside by the Board for operations and Board-designated endowment funds, over which the Board retains control and which at its discretion may use for other purposes.

Property and Equipment

Property and equipment acquisitions are recorded at cost or, if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method.

Deficiency of Revenues, Gains, and Other Support Over Expenses and Losses

The statements of operations include deficiency of revenues, gains, and other support over expenses and losses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include contributions restricted for property and equipment and net unrealized gains and temporary unrealized losses on investments in debt securities.

Accounting for Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed Of

The Retreat reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets to be disposed of are reported at the lower of carrying amounts or fair value, less cost to sell. The Retreat evaluates the recoverability of the carrying amounts of long-lived assets based on estimated cash flows to be generated by each of such assets as compared to the original estimates used in measuring such assets. To the extent impairment is identified, the Retreat would reduce the carrying value of such assets. To date, the Retreat has not experienced any such impairments.

Provider Relief Funds

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provided $175 billion to eligible healthcare providers to prevent, prepare for and respond to the 2019 Novel Coronavirus Disease (COVID-19) pandemic. The CARES Act provides the U.S. Department of Health and Human Services (HHS) with discretion to operate the program and determine the reporting requirements. The funds have been appropriated to reimburse healthcare providers for COVID related expenses or lost revenues that are attributable to COVID-19. During 2020, the Retreat received $5,089,609 of HHS Provider Relief Funds (PRF) and attested to the receipt of the PRF and agreement with the associated terms and conditions. For the year ended December 31, 2020, the Retreat has recognized $1,176,677 of the PRF for lost revenues in other operating revenues in the statements of operations. The remaining amount of $3,912,932 is included as deferred provider relief revenue on the balance sheet at December 31, 2020. During 2020, the Retreat also received $13,166,052 of COVID-19 related pass-through grant funding from the State of Vermont and recognized the entire amount for lost revenues in other operating revenues in the statements of operations.

The PRF are considered contributions and are recognized as income as the conditions of the funding are met. Management believes the Retreat met the conditions necessary to recognize $3,175,676 of PRF as revenue for the year ended December 31, 2020. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to lost revenues may change by a material amount. Any difference between amounts previously estimated and amounts

subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

In response to the COVID-19 pandemic, the Centers for Medicare and Medicaid Services (CMS) made available an accelerated and advance payment program to Medicare providers. The Retreat received $1,678,932 in 2020. Under the program, CMS will begin recouping payments from claims payments one year from the date the advance was made to the Retreat.

Health Care Improvement Tax

The Retreat is assessed a health care improvement tax (State tax) based on a percentage of net patient service revenue which is determined annually by the Vermont General Assembly as part of a program to upgrade services in Vermont. The Retreat recorded $2,672,806 and $2,482,916 of State tax, including amounts allocated to discontinued operations, for the years ended December 31, 2020 and 2019, respectively.

Income Taxes

The Retreat is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on related income.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. generally accepted accounting principles, the Retreat has considered transactions or events occurring through July 26, 2021, which was the date the financial statements were available to be issued.

In April 2021, the Retreat qualified for and received a loan pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act, in the amount of $7,804,895. The PPP provides funds to pay up to 24 weeks of payroll and other specified costs, and forgiveness of the loan is subject to approval by the lending institution and the SBA.

2. Net Patient Service Revenue

Net patient service revenue from continuing operations consisted of the following for the years ended December 31:

	2020	2019
Gross patient service revenue	$108,238,898	$125,543,571
Less Medicare and Medicaid allowances	44,381,552	52,190,005
Less other contractual allowances	18,041,561	20,740,574
Less charity care	232,582	462,486
	62,655,695	73,393,065
Net patient service revenue	$ 45,583,203	$ 52,150,506

The performance obligation is separately identifiable from other promises in the customer contract. As the performance obligations are met (i.e., room, board, ancillary services, level of care), revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative standalone selling price. In instances where management determines there are multiple performance obligations across multiple months, the transaction price is allocated by applying an estimated implicit and explicit rate to gross charges based on the separate performance obligations.

In assessing collectability, the Retreat has elected the portfolio approach. This portfolio approach is being used as the Retreat has a large volume of similar contracts with similar classes of customers. The Retreat reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all of the contracts (which are at the patient level) by the particular payor or group of payors, will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level.

3. Availability and Liquidity of Financial Assets

As of December 31, 2020 and 2019, the Retreat had negative working capital of $10,909,585 and $10,510,906, respectively, and average days (based on normal expenditures) of cash and cash equivalents and Board designated investments on hand from continuing operations of 33 and -, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, were as follows as of December 31:

	2020	2019
Cash and cash equivalents	$ 5,715,267	$ 41,310
Patient accounts receivable, net	7,699,649	10,653,566
Financial assets available to meet general expenditures within one year	$ 13,414,916	$ 10,694,876

The Retreat has other assets limited as to use of $3,686,428 and $4,965,555 at December 31, 2020 and 2019, respectively, that are designated assets set aside by the Board of Directors for future capital improvements and other purposes. Therefore, these assets are not available for general expenditure within the next year; however, the internally designated amounts could be made available, if necessary. The Retreat has other assets restricted to use, which are more fully described in Note 9, and which are not available for general expenditure within the next year and not reflected in the amount above.

The Retreat's goal is generally to maintain financial assets to meet 54 days of operating expenses from continuing operations (approximately $9.7 million). As part of its liquidity plan, cash in excess of daily requirements is invested in short-term investments and money market funds. Occasionally, the Board designates a portion of an operating surplus to an operating reserve included in Board designated funds, which was $639,181 and $558,935 at December 31, 2020 and 2019,

respectively. This fund established by the Board may be drawn upon, if necessary, to meet unexpected liquidity needs pending notification to and subsequent vote of the Finance Committee of the Board.

Additionally, the Retreat maintains a $3,250,000 line of credit, as discussed in more detail in Note 7. As of December 31, 2020, $1,541,500 remained available on the Retreat's line of credit.

4. Assets Limited as to Use

The composition of assets limited to use at December 31, 2020 and 2019 is set forth in the following table. Investments are stated at fair value.

	2020	2019
Internally designated for capital acquisitions and endowment		
Cash and short-term investments	$ 284,177	$ 374,054
Corporate bonds	1,138,595	2,015,641
Marketable equity securities	809,696	671,606
U.S. Treasury securities and government-sponsored enterprises	1,453,960	1,904,254
	3,686,428	4,965,555
Donor-restricted		
Cash and cash equivalents	864,601	455,605
Mutual funds	270,581	341,549
Contribution receivable (see Note 5)	711,923	3,501,642
	1,847,105	4,298,796
	$ 5,533,533	$ 9,264,351

Investment income and gains consisted of the following:

	2020	2019
Net assets without donor restrictions:		
Interest and dividends, net of fees	$ 107,136	$ 187,268
Realized gains	69,667	11,810
Unrealized gains	61,988	200,158
	238,791	399,236
Net assets with donor restrictions:		
Interest and dividends, net of fees	13,321	13,147
Realized gains	9,929	41,813
Unrealized gains	77,325	8,335
	100,575	63,295
	$ 339,366	$ 462,531

5. Property and Equipment

A summary of property and equipment follows:

	2020	2019
Land and land improvements	$ 2,597,184	$ 2,561,884
Buildings and improvements	44,293,830	44,091,450
Fixed equipment	868,352	864,850
Major moveable equipment	9,616,762	9,229,498
	57,376,128	56,747,682
Less accumulated depreciation and amortization	41,341,016	39,581,376
	16,035,112	17,166,306
Construction in progress	6,550,207	2,117,817
	$ 22,585,319	$ 19,284,123

During 2018, the Retreat entered into an agreement with the State of Vermont to construct twelve new Level 1 inpatient psychiatric beds. The estimated cost of this project is $6,991,297 and is to be funded by the State of Vermont. The project is expected to be completed during 2021. Construction in progress related to this project at December 31, 2020 and 2019 was $6,550,207 and $1,900,427, respectively. The remaining estimated costs to be reimbursed have been recognized as a contribution receivable from the State of Vermont as of December 31, 2020 and 2019.

6. Investment in Vermont Collaborative Care, LLC

The Retreat owns a 50% interest in Vermont Collaborative Care, LLC (VCC), a State of Vermont care management services entity for mental and physical healthcare benefits. VCC opened for operations during 2013. VCC's fiscal year-end is December 31.

The investment in VCC is reported in accordance with the equity method and included in other assets. The investment includes the Retreat's cost adjusted for its applicable share of VCC's profit or loss based on the December 31 audited financial statements of VCC. As such, a loss of $8,472 and a gain of $114,492 are included in the statements of operations as other non-operating income (losses) for the years ended December 31, 2020 and 2019, respectively. The Retreat received a $600,000 capital surplus distribution in 2020. There was no capital surplus distribution in 2019.

7. Line of Credit

At December 31, 2020 and 2019, the Retreat had an on-demand $3,250,000 variable rate line of credit available with a bank. Interest on borrowings is charged at LIBOR Advantage Rate plus 2.00% (2.250% at December 31, 2020). The line of credit is collateralized by all business assets of the Retreat.

Pursuant to the line of credit agreement, a letter of credit in the amount of $1,708,500 has been issued as collateral for the Retreat's self-insured workers' compensation claims, reducing the maximum available borrowing capacity on the above line of credit by $1,708,500. The letter of credit commitment expires November 1, 2021.

8. Long-Term Debt

Long-term debt consisted of the following as of December 31:

	2020	2019
Vermont Educational and Health Buildings Financing Agency (VEHBFA), Revenue Bond 2015 Series A, 3.63% fixed rate with interest-only payments of $34,016 through December 2019, followed by monthly installments of $99,216, including interest, through July 2031.	**$ 10,420,197**	$ 11,245,000
Non-interest bearing note payable in monthly installments of $1,252 through November 2024. Collateralized by the associated asset.	**57,605**	-
Total long-term debt before unamortized deferred issuance costs	**10,477,802**	11,245,000
Unamortized deferred issuance costs	**(48,291)**	(59,023)
Total long-term debt	**10,429,511**	11,185,977
Less current portion	**10,386,933**	11,185,977
Long-term debt, excluding current portion	**$ 42,578**	$ -

The VEHBFA Revenue Bond (The Brattleboro Retreat Project) 2015 Series A is collateralized by all assets of the Retreat. The bond was issued to refund the Series 2011A bonds, and is held by a bank. The bank has the option to redeem the bond in full on or after July 1, 2025, provided the Retreat is given at least a 90-day written notice.

There are various restrictive covenants which include compliance with certain financial ratios and a detail of events constituting defaults. The Retreat was not in compliance with certain of these requirements at December 31, 2020 and 2019. Therefore, the entire outstanding loan balance is classified as current at December 31, 2020 and 2019.

9. Net Assets With Donor Restrictions and Endowment Funds

Net assets with donor restrictions are available for the following purposes:

	2020	2019
Endowment appreciation	$ 254,948	$ 154,372
Healthcare services	512,739	249,509
Vermont State Hospital Project	6,639,097	5,140,054
Helen Daley fund	1,788	1,788
Employee crisis fund	36,516	21,293
	7,445,088	5,567,016
Investments to be held in perpetuity, the income from which is expendable to support healthcare services	339,465	319,846
	$ 7,784,553	$ 5,886,862

Interpretation of Relevant Law

The Retreat has interpreted State law as requiring realized and unrealized gains on endowment funds with donor restrictions to be retained until appropriated by the Board and expended. State law allows the Board to appropriate so much of the net appreciation of endowment funds as is prudent considering the Retreat's investment spending policy, long- and short-term needs, present and anticipated financial requirements, and expected total return on its investments, price level trends, and general economic conditions.

As a result of this interpretation, the Retreat classifies as net assets with donor restrictions (a) the original value of the gifts donated to the endowment when explicit donor stipulations requiring permanent maintenance of the historical fair value are present, and (b) the original value of the subsequent gifts to the endowment when explicit donor stipulations requiring permanent maintenance of the historical fair value are present. The remaining portion of the donor restricted endowment fund composed of accumulated gains not required to be maintained in perpetuity is classified separately within net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the donor's stipulations. The Retreat considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds: duration and preservation of fund, purposes of the donor restricted endowment funds, general economic conditions, the possible effect of inflation and deflation, the expected total return from income and the appreciation of investments, other resources of the Retreat, and the investment policies of the Retreat.

Endowment Investment Return Objectives

The Retreat has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to the programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Under this policy, the endowment assets are invested in a manner to attain a total return (net of investment management fees) of at least 3% per year in excess of inflation, measured by the Consumer Price Index. To satisfy its long-term rate of return objectives, the Retreat targets a diversified asset allocation that places a greater emphasis on equity-based investments within prudent risk constraints.

The following is a summary of the endowment net asset composition by type of fund and the changes therein:

	Without Donor Restrictions (Board-Designated)	With Donor Restrictions	Total
Endowment net assets, January 1, 2019	$ 463,245	$ 389,957	$ 853,202
Contributions	20,302	20,966	41,268
Investment income	15,666	13,147	28,813
Net appreciation	59,753	50,148	109,901
Endowment net assets, December 31, 2019	558,966	474,218	1,033,184
Contributions	-	18,360	18,360
Investment income	15,742	13,321	29,063
Net appreciation	64,503	87,254	151,757
Endowment net assets, December 31, 2020	$ 639,211	$ 593,153	$ 1,232,364

Spending Policy

The Retreat has a policy of appropriating for distribution each year, once its endowment reaches $5,000,000, 4% of its endowment fund's average fair value over the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is planned. In establishing this policy, the Retreat considered the long-term expected return on its endowment. This is consistent with the Retreat's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return. There was no appropriation for both 2020 and 2019.

Funds with Deficiencies

From time-to-time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor requires the Retreat to retain as a fund of perpetual duration. There were no deficiencies of this nature as of December 31, 2020 or 2019.

10. Concentrations

Credit Risk

The Retreat grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows:

	2020	2019
Medicare	24 %	15 %
Medicaid	58	56
Blue Cross	5	7
Other third-party payors	7	15
Patients	6	7
	100 %	100 %

The Retreat maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Retreat has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Labor Force

The Retreat's unionized labor workforce are members of the United Nurses and Allied Professionals Local Unit #5086 and Local Unit #5087. The union contracts were in effect through October 31, 2019, and negotiations regarding their renewal are ongoing. At December 31, 2020 and 2019, approximately 64% and 70% of the Retreat's workforce was covered under the expired contracts.

11. Commitments and Contingencies

Medical Malpractice Claims

The Retreat insures against malpractice losses by obtaining a claims-made policy which provides specified coverage for claims reported during the policy term. The policy contains a provision which allows the Retreat to purchase "tail" coverage for an indefinite period to avoid any future lapse in insurance coverage. The possibility exists, as a normal risk of doing business, the Retreat will be subject to complaints and litigation related to actual and potential claims. In the event a loss contingency should occur, the Retreat would give appropriate recognition to it in its financial statements in conformity with FASB ASC 450, *Contingencies*. The Retreat has evaluated its exposure to losses arising from actual and potential claims and has properly accounted for them for the years ended December 31, 2020 and 2019. The Retreat intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Self-Insurance Programs

The Retreat self-insures its employee health benefits and has estimated and recorded an amount to meet the expected obligations under the program. Stop loss insurance coverage is in effect

which limits the Retreat's exposure to loss on an individual basis of $155,000, excluding services rendered by the Retreat to participants. In 2020 and 2019, total claims for health benefits were $3,622,742 and $3,979,419, respectively. The Retreat has accrued a liability for this program within accrued expenses of $400,000 at December 31, 2020 and 2019.

The Retreat also partially self-insures its employee workers' compensation benefits and has estimated and recorded an amount to meet the expected obligations under the program. The policy in effect limits the Retreat's exposure to loss on an individual basis of $250,000 and an aggregate basis of $1,350,000. Under the policy, a letter of credit commitment of $1,708,500 was required to be issued by the Retreat. The policy expires on October 31, 2021 and the Retreat intends to renew coverage and anticipates that such coverage will be available.

Operating Leases

The Retreat has leased building space and equipment under operating leases expiring at various dates through 2024. Total rental expense for the years ended December 31, 2020 and 2019 for the operating leases was approximately $145,000 and $290,000, respectively.

The following is a schedule by year of future minimum lease payments under operating leases as of December 31, 2020 that have initial or remaining lease terms in excess of one year:

2021	$ 139,722
2022	82,714
2023	41,994
2024	41,994
	$ 306,424

Litigation

The Retreat is involved in litigation and regulatory investigations arising in the course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the Retreat's future financial position or results from operations.

Asset Retirement Obligation

FASB ASC 410, *Asset Retirement Obligations*, requires entities to record asset retirement obligations at fair value if they can be reasonably estimated. The State of Vermont requires special disposal procedures relating to building materials containing asbestos. The Retreat buildings contain asbestos, but a liability has not been recognized. This is because there are no current plans to renovate or dispose of the buildings that would require the removal of the asbestos; accordingly, the liability has an indeterminate settlement date and its fair value cannot be reasonably estimated.

12. Pension Plan

The Retreat has a contributory defined contribution plan available to substantially all employees. Employees may elect to contribute up to 20% of gross compensation up to the maximum amount allowed per year to the plan, with the Retreat contributing an additional $.50 for each $1.00 of

participant contribution. This matching contribution is limited to 6% of the participant's eligible compensation. During 2016, the Retreat implemented automatic enrollment of eligible employees into the plan at a 2% deferral at which time the employee has the option to opt out of the plan. Total expense related to the defined contribution plan for the years ended December 31, 2020 and 2019 was approximately $603,000 and $700,000, respectively.

In addition, the Retreat may elect to make a discretionary contribution to the plan. During 2020 and 2019, there were no discretionary contributions.

13. Deferred Compensation

The Retreat maintains a 457(b) plan for certain highly-compensated employees. This plan allows these employees to set aside up to an additional $19,500 of annual salary on a tax-deferred basis, over and above any other retirement contributions. Amounts in the 457(b) plan are included in other assets and long-term deferred compensation obligations and total $565,919 and $448,200 at December 31, 2020 and 2019, respectively.

14. Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, repairs and maintenance, and office and occupancy, which are allocated on a square-footage basis, as well as salaries and benefits, which are allocated on the basis of estimates of time and effort. Expenses related to providing these services for continuing operations were as follows for the years ended December 31:

2020:	Healthcare Services	Administrative Support	Total
Salary, payroll taxes and fringe benefits	**$ 35,996,943**	**$ 5,976,901**	**$ 41,973,844**
Supplies and other	**2,835,641**	**5,405,012**	**8,240,653**
Purchased services	**9,328,239**	**659,029**	**9,987,268**
Provider tax	**2,496,765**	**-**	**2,496,765**
Depreciation	**970,244**	**789,397**	**1,759,641**
Interest expense	**203,849**	**171,425**	**375,274**
	$ 51,831,681	**$ 13,001,764**	**$ 64,833,445**
2019:			
Salary, payroll taxes and fringe benefits	$ 32,833,515	$ 4,613,554	$ 37,447,069
Supplies and other	3,357,779	4,647,707	8,005,486
Purchased services	11,406,960	558,337	11,965,297
Provider tax	1,920,500	-	1,920,500
Depreciation	999,766	813,416	1,813,182
Interest expense	275,288	231,502	506,790
	$ 50,793,808	$ 10,864,516	$ 61,658,324

15. Fair Value Measurement

FASB ASC 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets measured at fair value on a recurring basis are summarized below. Fair values were primarily determined using a market approach.

	Fair Value Measurements at December 31, 2020, Using			
	Total	Quoted Prices in Active Markets for Identical Asset (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Cash and cash equivalents	$ 1,148,778	$ 1,148,778	$ -	$ -
Marketable equity securities	809,696	809,696	-	-
Corporate bonds	1,138,595	-	1,138,595	-
U.S. Treasury securities and government-sponsored enterprises	1,453,960	1,420,095	33,865	-
Mutual funds	270,581	270,581	-	-
Investments to fund deferred compensation and related liability (mutual funds)	565,919	565,919	-	-
Total assets	$ 5,387,529	$ 4,215,069	$ 1,172,460	$ -

	Fair Value Measurements at December 31, 2019, Using			
	Total	Quoted Prices in Active Markets for Identical Asset (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Cash and cash equivalents	$ 829,659	$ 829,659	$ -	$ -
Marketable equity securities	671,606	671,606	-	-
Corporate bonds	2,015,641	-	2,015,641	-
U.S. Treasury securities and government-sponsored enterprises	1,904,254	1,236,077	668,177	-
Mutual funds	341,549	341,549	-	-
Investments to fund deferred compensation and related liability (mutual funds)	448,200	448,200	-	-
Total assets	$ 6,210,909	$ 3,527,091	$ 2,683,818	$ -

The fair value for Level 2 assets is primarily based on quoted market prices of comparable securities.

16. Discontinued Operations

In March 2020, the Retreat discontinued its Uniformed Service, Mulberry Bush Daycare, and Bridges/Meadows School programs in an effort to reduce the breadth of the Retreat's operations and improve profitability.

The total change in net assets without donor restrictions includes change in net assets without donor restrictions - discontinued operations, as follows:

	2020	2019
Gross patient service revenue	$ 8,699,193	$ 40,226,570
Less contractual allowances	5,121,080	22,683,037
Net patient service revenue	3,578,113	17,543,533
Expenses		
Salaries and benefits	4,641,707	14,546,472
Contract labor	1,006,732	1,495,892
Supplies	426,464	838,691
Health care improvement tax	176,041	562,416
Total expenses	6,250,944	17,443,471
(Loss) income from discontinued operations	$ (2,672,831)	$ 100,062

17. Financial Improvement Plan

The accompanying financial statements have been prepared in conformity with U.S. generally accepted accounting principles, which contemplate continuation of the Retreat as a going concern. The Retreat has incurred significant operating losses for several years and currently has a working capital deficit and cash flow challenges as a result of these ongoing losses. These factors raise substantial doubt about the Retreat's ability to continue as a going concern.

In view of these matters, realization of a major portion of the assets in the accompanying balance sheet is dependent upon continued operations of the Retreat, which in turn are dependent upon the Retreat's ability to meet its obligations as they become due, and the success of its future efforts. Management has undertaken several initiatives to mitigate these conditions.

Management implemented significant adjustments to operations during 2020 that are expected to improve the financial health of the Retreat going forward. Management discontinued under-performing service lines: suboxone treatment, special education school, and adolescent residential services. Management also moved the on-site childcare center to an outside provider and continued to reduce overhead and labor costs. Management anticipates significant financial improvements as a result of the changes noted in 2021. Management negotiated an Alternative Payment Model with the State of Vermont Medicaid program allowing the Retreat to receive prospective payments throughout the entire year. The predictability of the prospective payments will stabilize the Retreat's cash flows and address ongoing COVID-19 related inpatient census fluctuations as well as seasonal fluctuations in the utilization of services. Management has worked to improve labor relations with the union employees and has used this new level of cooperation to move inpatient staff schedules to 12 hour shifts which is expected to improve labor efficiency and will allow the Retreat to staff additional beds with the same number of employees. The increase in shift hours also aligned the Retreat with industry benchmarks and will allow the Retreat to be more competitive in hiring critically needed nurses. Consistent with other healthcare sectors, the Retreat continues to struggle with staffing shortages, resulting in diminished inpatient census. Management has held several job fairs, created a focused recruitment plan, and negotiated wage increases for union employees in an effort to assist the Retreat in retaining and hiring new employees in a highly competitive labor market. Lastly, management is developing new outpatient service lines endorsed by the Board of Directors which are anticipated to be operational in the third or fourth quarters of 2021 or early 2022. The new service lines will be less dependent on nursing and other clinical employees that are difficult to hire and align with the increasing demand for telehealth services and innovative treatments which will benefit the patients of the Retreat.

Management believes the initiatives already taken and those management is planning to implement provide the opportunity to allow the Retreat to continue as a going concern.

Brattleboro Retreat
MENTAL HEALTH AND ADDICTION CARE

Brattleboro Retreat Board of Trustees

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CEO *ex officio* Voting Member

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Joseph Pyle

Christopher Turley, Treasurer

GAURAV CHAWLA, MD, CPE

Overview

Seasoned physician executive with established credibility across two hospital campuses from successfully leading and implementing initiatives to improve access, clinical outcomes, reduce cost and ability to effectively bridge business with clinical care. Demonstrated strength in supporting physicians/medical staff, upholding accountability, fostering constructive engagement to embrace innovation, promote operational excellence and sustainable clinical integration. Leads by strong relationship-building, bidirectional communication, and data guided analytical, persuasive, collaborative approach to effectively motivate teams across departments.

Trinity Health Of New England is a relatively recent (2015) Regional Health Ministry of Trinity Health comprised of 6 hospitals and affiliates spread over Connecticut and Massachusetts. Mercy Medical Center and Providence Hospital operate under one acute care license and with affiliates including a large PNO, provide health care services in Massachusetts market of THONE.

Chief Medical Officer

01/16-present

Providence Hospital, Holyoke, MA 01040

- Strategic, operational and fiscal involvement with leadership across Mercy Medical Center and Providence Hospital system.
- Managing medical staff, provider hospital relationships and contracts.
- Active involvement in Medical Staff affairs for both Mercy/Providence Hospitals & affiliates through MEC, Peer review, Physician Wellness, FPPE/OPPE etc.
- Leading daily clinical operations, Quality, Safety, Utilization, Risk and Compliance at the hospital.
- Reduced LOS to below State average.
- Achieved Tier 3 plus and similar status with payers due to improvement in LOS and other quality measures.
- Implemented model of access thereby reducing ED wait time for Behavioral Health by 5 plus hours.
- Recently concluded standardization and review of medical staff bylaws across two campuses Mercy/Providence and PNO.
- Facilitated implementation of Medicaid ACO for approximately 32,000 covered lives in our system (PNO, acute care, behavioral hlth. hospital and Community Partners)
- Led innovative, whole person care pilot for high utilizers under APMs (BPCI, Medicaid ACO) to improve health, enhance care coordination, lower health care utilization with high ROI
- Led projects under DISTI (Part of approx. $50 million Medicaid waiver over three yrs total) involving behavioral health integration, population health, ED, Primary Care and various stakeholders in community.
- OSHA made special "high marks" mention of safety at Providence Hospital 2016
- Chair, Committee for addressing physician/provider behavior and fostering wellbeing and accountability.

- Fostered resilience and engagement with co-leaders throughout the organization during substantial changes as our RHM came together utilizing relationships and informal influence with colleagues.
- Mentor to new physician leaders.
- Nominated by peers for Distinguished Physician Service Award 2017.
- Representation in community, payers, state agencies, state level initiatives and media as needed.

Chief of Psychiatry 09/14-12/2015
Providence Hospital, Holyoke, MA 01040

- Daily operations, Quality, Safety, Utilization, Risk and compliance.
- Standardized documentation for quality (HBIPS) reporting.
- Successful physician & provider recruitment and retention in the challenging area of behavioral health.
- Created patient access/flow model reducing ED Boarding time by 5-6 hrs, & simultaneously improving mid night census, provider satisfaction and patient experience with positive ROI.
- Championed Trauma informed care, non-judgmental therapeutic engagement across the hospital.
- Successfully co-led surveys by TJC and licensing bodies.
- Reduced restraints, improved readmissions and lowered length of stay.

Interim Chief of Psychiatry 06-08/2014
Providence Hospital, Holyoke, MA 01040

Medical Director, Child Adolescent Services 09/12-11/2015
Providence Hospital, Holyoke, MA 01040

- Several quality of care improvements across three different programs on the service.
- Consistently helped the leadership with hospital wide initiatives as well as behavioral health representation at the acute care campus (Mercy).
- Successfully made a case to relocate part of child services.
- Improved patient transition processes.

Associate Medical Director 02/07- 05/10
Child and Adolescent Psychiatry
Providence Hospital, Holyoke, MA 01040

Staff Psychiatrist
Valley Medical Group, Easthampton, MA 10/10-09/2012
A multispecialty group practice serving western MA.
Northampton Center for Children and Families 2010-2011
A residential program for children, Northampton, MA (2011-2012)
Institute of Living, Hartford, CT 10/10-09/2012
Juvenile Detention Program and Child and Adolescent Partial Hosp. Program
Providence Behavioral Health Hospital, Holyoke, MA 04/2003-02/2007

EDUCATION

Healthcare Management

MBA (Part time) — 01/2018-Present
Isenberg School of Management UMass Amherst, MA

CPE (Certified Physician Executive) — 07/2015
Medical Management Certification
American Association for Physician Leadership (2008-2015)
Certifying Commission in Medical Management American (CCMM)

Fellowship and Residencies

Psychiatry Residency (General) PGY-1, 2 & 3 — 07/98 – 02/01
Medical College of Ohio - Toledo, Ohio
Child and Adolescent Psychiatry PGY 4 & 5 — 03/01 – 02/03
Medical College of Ohio - Toledo, Ohio (03/01-08/01)
Tufts – New England Medical Center, Boston, MA (09/01-02/03)

Internal Medicine *(PGY-1)* ***Anesthesiology*** Residency Program — 07/97 – 06/98
Medical College of Ohio (Now Medical University of Ohio), Toledo, Ohio

MD ***(Anesthesiology)*** Completed 3 year residency program; — 03/93 – 04/96
JN Medical College, AMU, Aligarh UP India

Medical School

MBBS followed by one year of compulsory rotating Internship — 09/86 -10/92
JN Medical College; AMU, Aligarh, UP India

BOARD CERTIFICATIONS

Certifying Commission of Medical Management; Certified Physician Executive-2285	2015
American Board of Addiction Medicine-2014442	2014
American Board of Psychiatry & Neurology; General Psychiatry-53595,	2014 (Recertification)
American Board of Psychiatry & Neurology; Child and Adolescent Psychiatry-5958	2014 (Recertification)

LICENSURE

Connecticut Medical License: 049088
Massachusetts Medical License: 216799

AWARD/HONORS

Vanguard Member status, awarded in 2018, Physician leadership Summit, — 04/2018
American Association for Physician Leadership (AAPL)

Distinguished Service Award, (Peer nominated award: Mercy Med. Ctr.) — 10/2017

Co-Chair Physician Health/Wellness Committee	2016 to 2018
Mercy Med. Ctr, Springfield, MA	
Chair, Provider Behavior and Wellness Committee	2018
Mercy Med. Ctr, Springfield, MA	
Site Director, Psychiatry medical student education	2017 to 2018
University of New England College of Osteopathic Medicine (UNECOM).	
Clinical Affiliate Faculty, UNECOM	2016 to present
Affiliate Faculty, Department of Psychiatry	2014 to 2017
UMass. Med. School	
Clinical Associate, Department of Psychiatry	2002-02/2003
Tufts University School of Medicine.	
Chief Resident, Child & Adolescent Psychiatry Residency Program,	2002-02/2003
Tufts-New England Medical Center, Boston, MA	
Chief Resident, Adult Psychiatry Residency Program Medical College of Ohio - Toledo, Ohio	1999-2000
Sharad T. Multani Award for Outstanding Clinical Care Dept. of Psychiatry, Medical College of Ohio - Toledo, Ohio	2000
Chief Resident Award for outstanding performance Dept. of Psychiatry, Medical College of Ohio - Toledo, Ohio	2000

PROFESSIONAL SOCIETIES

American Association for Physician Leadership (Formerly ACPE)
American College of Healthcare Executives
American Society of Addiction Medicine
American Psychiatric Association
American Academy of Child and Adolescent Psychiatry

BOARD MEMBER

Accountable Care Organization New England	2015 - 2016
Baystate Charter School of Springfield	2015 - 2017
Behavioral Health Advisory Committee, Health New England	2017-present

COMMITTEE WORK

Commonwealth of Massachusetts, (DMH) Dept. of Mental Health	2017-present
Workgroup (time limited) on Inpatient Psychiatric Competencies guiding the DMH policy	
Trinity Health, Livonia, MI	2015 -2017
Population Behavioral Health Steering Team	
Trinity Health Of New England	2017
Transforming Operations, Continuing Care Network	

Mercy Medical Center, Springfield, MA	04/17-present
Medicaid ACO Implementation committees	
Mercy Medical Center, Springfield, MA	2014 –present
Medical Executive Committee	
Mercy Medical Center, Springfield, MA,	2015 –present
Med/Surg/Psych Peer Review Committee	
Mercy Medical Center, Springfield, MA	2016 –present
Co-Chair Physician health/Wellness Committee	
Mercy Medical Center, Springfield, MA	2018
Chair, Provider Behavior and Wellness Committee	

TEACHING ACTIVITIES *(Medical students, Residents & Physicians)*

Psychiatry and Addiction Medicine topics to UNECOM students	2016-Present
Patient specific teaching on case load carried by Child Psychiatry Fellows Institute Of Living during their rotation at Partial Hospital Program.	2010-2011
Psychiatry Residents from UMASS Medical School Providence Behavioral Health Hospital, Holyoke, MA	2007-2010 2006 – 2010
Biopsychosocial Formulation and Psychiatry patient write-up for Medical Students on adult psychiatry rotation at Medical College of Ohio, Toledo, Ohio	2000-2001
Interviewing and Communication Skills Course for new medical students at Medical College of Ohio, Toledo, Ohio	1999-2000
Orientation lecture (q3months) for employees on Trauma Informed Care. Povidence Hospital	02/2016-present
Enhancing Strategies for Person-Centered Communication and Engagement; Risk Management CME lecture for physicians.	11/2016
Child Psychiatry in Primary Care Conference: Acute Psychiatric Services for children. Audience: Pediatric primary care providers in the area.	05/2009

COMMUNITY/MEDIA

Documentary: Understanding Anxiety (Yet to be released). By Future Health, Springfield, MA 01104	09/2017
Documentary: Understanding Depression By Future Health, Springfield, MA 01104	04/2014
Local media interviews as called upon	

Prepared: 7/25/2021

KARL JEFFRIES

CURRICULUM VITAE

Position: Senior Medical Director
Brattleboro Retreat

Address:

EDUCATION

09/87 - 05/91	Colorado College	B.A.	Chemistry
09/92 - 06/94	University of California, Davis	Graduate Student	Chemistry
06/94 - 06/95	University of California, Davis	Ed. Certification	Education
09/01 - 12/05	University of California, San Francisco	M.D.	
06/06 - 06/10	University of California, San Francisco	Resident	Adult Psychiatry
06/09 - 06/11	University of California, San Francisco	Fellow	Child Psychiatry

LICENSES

05/07 - present	Medical licensure, California
12/12 - present	Medical licensure, Vermont

BOARD CERTIFICATION

03/14	ABPN Board Certification

PRINCIPLE POSITIONS HELD

08/95 - 05/01	Convent of the Sacred Heart High School Science Department	Chemistry Teacher
08/08 - 12/12	Alameda County Medical Center Psychiatric Emergency Services	Psychiatrist
07/11 - 12/12	Private Practice Child, Adolescent and Adult Psychiatry	Psychiatrist
01/13 - 07/17	Brattleboro Retreat Mental Health and Addictions Treatment Center	Psychiatrist, Inpatient Unit

Prepared: 7/25/2021

PRINCIPLE POSITIONS HELD

07/17 - 08/18	Brattleboro Retreat Mental Health and Addictions Treatment Center	Unit Chief Adult Co-Occurring Units, T1/T2
08/18 - 11/19	Brattleboro Retreat Mental Health and Addictions Treatment Center	Medical Director Adult Inpatient Services
11/19 - present	Brattleboro Retreat Mental Health and Addictions Treatment Center	Senior Medical Director

OTHER POSITIONS HELD CONCURRENTLY

09/92 - 06/95	UC-Davis, Department of Chemistry	Teaching Assistant
03/16 - 08/18	JSA Telepsychiatry	Tele-Psychiatrist, Part-time
04/21 - present	Dartmouth Geisel School of Medicine	Clinical Instructor in Psychiatry

HONORS/AWARDS

05/87	Barnes Chemistry Scholarship
05/88	Alpha Lambda Delta National Honor Society
05/91	Phi Beta Kappa
06/95	UC-Davis, Chemistry Graduate Student Outstanding Teaching Assistant Award
06/03	UCSF Chancellor's Award for GLBT Leadership
06/07	Julius R. Krevans Award for Clinical Excellence, UCSF Internship
10/10	AACAP Outstanding Child and Adolescent Psychiatry Resident Award

KEYWORDS/AREAS OF INTEREST

Psychiatry, mental health, gender studies, Gender Dysphoria, lesbian and gay mental health, medical education, transgender mental health, rural mental health, adolescent mental health, family therapy, psychopharmacology, telepsychiatry

PROFESSIONAL ACTIVITIES

PROFESSIONAL DEVELOPMENT

Certificate Course

2019-2020	Vermont Medical Society Education & Research Foundation Physician Executive Leadership Institute

PROFESSIONAL ORGANIZATIONS

Memberships

1995-2001	National Science Teachers Association
2006-2013	American Psychiatric Association
2006-2013	California Psychiatric Association
2006-2013	Northern California Psychiatric Association
2006-2015	Association of Gay and Lesbian Psychiatrists
2009-2014	American Academy of Child and Adolescent Psychiatry
2009-2012	Northern California Regional Organization of Child and Adolescent Psychiatry
2010-2013	Lesbian and Gay Child and Adolescent Psychiatry Association
2010-2012	Gay and Lesbian Medical Association
2010-2012	American Medical Association
2010	American Medical Students Association
2011-2015	World Professional Association for Transgender Health

Service to Professional Organizations

2007-2012	Advisory Board Committee Member, Association of Gay and Lesbian Psychiatrists

INVITED PRESENTATIONS

NATIONAL

2011	National Transgender Health Summit (plenary session)

INVITED PRESENTATIONS

REGIONAL AND OTHER

2007	UCSF School of Medicine (panel speaker)
2007	Grand Rounds, San Francisco General, Department of Psychiatry
2008	UCSF School of Medicine (panel speaker)
2009	UCSF School of Medicine (panel speaker)
2010	Grand Rounds, UCSF Department of Child and Adolescent Psychiatry
2010	Grand Rounds, UCSF, Department of Pediatrics
2010	UCSF School of Medicine (panel speaker)
2011	Grand Rounds, UCSF, Department of Child and Adolescent Psychiatry
2011	UCSF School of Medicine (panel speaker)
2011	William Alanson White Institute of Psychiatry, Psychoanalysis & Psychology (group speaker)
2012	UCSF School of Medicine (guest lecture)
2012	Grand Rounds, San Quentin, CA State Penitentiary, Department of Psychiatry
2013	Adolescent Psychiatry Grand Rounds, Bradley Hospital
2014	Mid-Winter Lunch Lecture Series, Brattleboro Retreat
2015	Mid-Winter Lunch Lecture Series, Brattleboro Retreat
2021	Behavioral Health Academy, Course Development, Primary Lecturer, Brattleboro Retreat

UNIVERSITY SERVICE

UCSF CAMPUS-WIDE

01/02 – 05/02	Committee on Student's AIDS Forum
09/08 – 06/11	Chancellor's Committee for Gay, Lesbian, Bisexual, Transgender, Queer, Questioning, Intersex Interests

TEACHING AND MENTORING

1992-1995	UC Davis, Department of Chemistry, Teaching Assistant, Lab Group Leader
1996-2001	Convent of the Sacred Heart High School, San Francisco, CA, Chemistry Teacher
2002–2003	UCSF School of Medicine, Medical Scholars Program
2011-2012	UCSF School of Medicine, Small Group Leader, Life Cycle Course
2012	UCSF School of Medicine, Small Group Leader, Life Cycle Course
2013-2018	Albany Medical College, Brattleboro Retreat, Attending Psychiatrist for Third-Year Clerkship
2013-2018	Albany Medical College, Brattleboro Retreat, Course Lecturer, Third-Year Clerkship
2021	Dartmouth Geisel School of Medicine, Clinical Instructor in Psychiatry

PUBLICATIONS

2011	Jeffries, K. Book Review: Lesbian and Gay Parents and Their Children: Research on the Family Life Cycle. *Journal of Gay and Lesbian Mental Health.* 15(4): 401-403

Katharine Ann Bak MS, RN – BC

Humanistic nurse leader who believes that people can heal, recover and thrive in healthy and creative ways when provided a supportive, trauma informed and caring environment.

Personal strengths include: a transformational approach to leadership, am committed to quality care with excellent outcomes, leading patient safety and nursing practice initiatives and interprofessional problem-solving through shared governance.

- Masters prepared RN with strong leadership, change management, behavioral and medical nursing practice experience obtained at the Brattleboro Retreat Psychiatric Hospital in Brattleboro VT, and Baystate Health Systems in Springfield MA.
- Solid background with quality improvement initiatives and project management with a focus on patient safety and excellent outcomes
- Developed collaborative relationships with union partners starting with regular Labor Management meetings and Shared Governance workgroups
- Implemented Six Core Strategies as an evidence based framework to improve patient and workplace safety through the reduction of restraint and seclusion
- Serves as the Chair for the Vermont Association of Health and Human Services Workplace Violence Prevention task force
- Created Behavioral Health entry-level workforce development curriculum grounded in adult learning theory to provide a clinical ladder for professional advancement opportunities
- Interprofessional collaborative work with Infection Control, Quality, Safety and with a focus on Workplace Violence Awareness & Prevention

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Katharine Ann Bak MS, RN – BC

Qualifications

- Chief Nursing Officer and Vice President of Patient Care at the Brattleboro Retreat Psychiatric Hospital
- Associate Chief Nursing Officer at the Brattleboro Retreat Psychiatric Hospital
- Advanced Crisis Prevention instructor and lead educator
- 2 year Director of Professional Development and Nursing Standards
- 9 years Professional Practice Educator & Staff Development Coordinator
- 6 years as a Clinical Nurse Practice Educator
- 5 years as a Nurse Manager of a 6 bed ICU and 21 bed Med Surg Tele Unit
- 18 years as a Staff Nurse in diverse clinical settings

Education

- Currently enrolled at Capella University Doctorate of Nursing Program
- M.S in Nursing, University of Hartford, Connecticut
- Bachelor of Science in Nursing, University of Massachusetts Amherst

Professional Organization Membership

- Organization of Nurse Leaders (ONL)
- American Nurses Credentialing Center (ANCC)
- American Psychiatric Nurses Association (APNA)

Certifications

- Basic Life Support (AHA)
- Advanced Crisis Prevention Institute (ACPI)
- Nursing Professional Development (ANCC)

Experience & Accomplishments

2020 – Present Chief Nursing Officer

- Sets standards of practice competencies for nursing and the needs of patients throughout the system
- Implemented Six Core Strategies as an evidence based framework to support the reduction of restraint and seclusion
- Developed a workforce development model to up-skill the current workforce in therapeutic relationships and basic core competencies of psychiatric care delivery

- Lead Inter-professional problem solving model for "warp around care" delivery to programs with challenging clinical scenarios
- Collaborate with state government partners and psychiatric service-user liaison's to address
- Develop and support strategies which contribute to a positive and healthy work environment
- Fiscal responsibility

2019 – 2020 Associate Chief Nursing Officer

- Leading the organization through Six Core Strategies to improve workplace safety, and reduce restraint and seclusion through a Trauma Informed Approach
- Collaborative problem solving related to patient care concerns, specifically focused on reducing workplace violence and improving patient and staff safety
- Direct oversight of nursing service budget to ensure qualified and sufficient staffing
- Primary responsibility for projects and task force groups with a focus on excellent outcomes
- Manage Clinical Managers and Directors specific to nursing practice
- Oversight of International Nurse recruitment and onboarding for sustainability in the nursing workforce

2018 – 2019 Director of Professional Development and Nursing Standards

- Created clinical a onboarding program that aligns with the Nurse of the Future Core Competencies
- Collaborated with health system Mental Health professionals on Behavioral Emergency Response Team initiative
- Implemented a Nurse Residency Program
- Developed a continuing educational program; Professional Practice Workshop for nurses
- Collaborate with clinical managers in a Just Culture framework with the development of Performance Improvement Plans for staff involved in missed opportunities for safe patient care
- Established a Clinical Nurse Practice Council
- Administrative oversight of Workplace Violence initiatives

2009 –2018 Professional Development Coordinator & Nurse Practice Educator

- Collaborate with Nursing Practice and Development team at the Health System level to support a shared Nursing Practice Model and Evidence Based Practice
- Develop curriculum which supports professional nursing practice based on key patient care outcomes impacting quality, safety or performance improvement initiatives
- Lead and support and facilitates Shared Governance approach to nursing practice.
- Ensure clinical competence of staff through direct interaction and observation, ongoing evaluation of patient outcomes from the health care team
- Coordinate and provided educational activities for clinical staff based on regulations and quality improvement data
- Created unit based practice models to enhance contemporary nursing practice
- Curriculum development for Charge Nurse and Preceptor Certification
- Collaborated with Chief Medical Officer to design an Interdisciplinary Grand Rounds
- Site Administrator and coordinator of Nursing Program clinical group and student intern placements

2004 – 2009 Nurse Manager at Baystate Franklin Medical Center

- Managed 12 RN FTE's in the Intensive Care Unit
- Managed 42 RN; C.N.A and Health Unit Clerk FTE's on the Telemetry Unit
- Ensured excellence in the clinical practice of nursing and the delivery of patient care
- Provided leadership and collaboration in setting the direction of my unit while being responsive to changing internal and external factors
- Initiated a Rapid Response Team and introduced a Family Activated Rapid Response
- Lead and facilitated the implementation of the Electronic Medical Record
- Led and facilitated two Joint Commission Accreditation Survey's 2005 & 2008
- Created an environment where open, honest communication allows for equality, shared responsibility and trust
- Developed a strong team atmosphere
- Communicates clear and realistic expectations for individual and team performance
- Monitors and ensures financial stability of unit performance

Tracey E. Krasnow, M.D.

SPECIALTY: **Pediatrics/ Psychiatry/ Child and Adolescent Psychiatry**

RESIDENCY: **Indiana University,** Indianapolis, IN
Peds/Psych/Child and Adolescent Psych- 2004-2008
Categorical Pediatrics- 2003-2004

EDUCATION: **St. George's University,** Grenada, West Indies
MD- 1998-2003

Barry University, North Miami Shore, FL
MS- Biomedical Science: 1996-1997

St. Michael's College, Colchester, VT
BS- Biology: 1991-1995

LICENSURE: **Medical Licensure,** State of Connecticut- 2008-present
Medical Licensure, State of Indiana- 2007-2008

CERTIFICATION: **Board Certified Child and Adolescent Psych** 11/2010
Board Certified General Psychiatry- 4/2009
USMLE STEP 3- Passed 12/06, Score 225
USMLE STEP 2- Passed, Score 219
USMLE STEP 1- Passed, Score 244

EMPLOYMENT /EXPERIENCE:

St. Francis Hospital- Hartford, CT- 7/2008- present
- Currently the supervising physician on our 7-bed acute child inpatient and 7-bed adolescent inpatient psychiatry units

The Sleep Collective- New York, NY -2006
- Participated in the first national program to educate psychiatric residents about sleep disorders and treatment.

Genetics Institute- Andover/Cambridge, MA- 1997-1998
-Participated in all aspects of pharmaceutical production including: Manufacturing, Purification and Molecular research

Emergency Medical Technician- Colchester, VT- 1994-1996
-Participated in my undergraduate volunteer ambulance service and worked for Lamoille Ambulance service

Personal Care Attendant- Burlington, VT- 1995-1996
-Took a PCA certification class and worked at a nursing home caring for the elderly

Big Brother, Big Sister- North Miami Shores, FL- 1996-1997

-Participated in the Big Brother program while doing my graduated work.

HONORS:

Clare M. Assue, M.D. Teaching Award- 2008
-This award was given in recognition of teaching done to fellow peers in my residency program.
Chief Resident- 2007-2008
-Elected chief resident of the triple board program. Responsibilities include scheduling, advocacy, recruiting and education.
Iota Epsilon Alpha- 1998-2003
-Participated in my medical school honor society

PROFESSIONAL MEMBERSHIP:

American Psychiatric Association- 2004-present
American Academy of Child and Adolescent Psychiatry 2002-present

PRESENTATIONS:

Psychiatry Grand Rounds Presentation
-"Is This Patient Sick?"- November 2007
-Presented a complex adult veteran ("Gulf War Illness") with chronic fatigue, chronic pain, chronic insomnia, hypothyroidism, hypogonadism and depression that I medically and psychiatrically managed for 18 months. A lot of my presentation revolved around hypothyroidism and whether current treatment protocols are adequate.

Fabry's disease: A patient and physician perspective.
-Presented personal perspective on Fabry's disease as both a doctor and patient. Presented 5 times across the US for Genzyme Corp
-Presented to staff and residents during noon conference at Indiana University

Alix J. Goldschmidt, LICSW

License **Licensed Clinical Social Worker, State of Vermont**

Education

Fordham University Graduate School of Social Service, New York, NY
Doctoral Program in Social Work, June 1999 – June 2001
Concentration in Mental Health
Coursework Completed

Columbia University School of Social Work, New York, NY
Master of Science in Social Work, May 1995
Concentration in Practice, Programming and Supervision
Internships: Memorial Sloan Kettering Cancer Center Pediatric Oncology Service (September 1994 - May 1995) and New Alternatives for Children, Inc. (September 1993 - May 1994)

Union College, Schenectady, NY
Bachelor of Arts, June 1992
Major: Art with a Concentration in Visual Arts
Academic Honors: Department Honors; Dean's List; Steinmetz Symposium on Student Creative, Scholarly and Research Achievement

Employment

Brattleboro Retreat, Brattleboro, VT
June 2021 – Present
Director of Social Work and Residential Services
Oversees the Inpatient Social Work Department, Abigail Rockwell Children's Center, Meadows School, Inpatient Group Clinical Programming, Peer Specialists, and Transportation. Plans, develops, and directs the operation of the Inpatient Social Work Department and Residential Services in a way that contributes to the goals and missions of the Brattleboro Retreat as well as meeting the requirements of federal, state, and local regulatory and accrediting agencies. Reports out data measures internally and externally to federal, state, and local regulatory and accrediting agencies and other stakeholders.

Brattleboro Retreat, Brattleboro, VT
April 2020 - Present
Interim Patient Experience Coordinator, Brattleboro, VT
Acts as liaison between patients, families, providers and clinical staff and the point of contact for complaints, grievances, and concerns related to all programs at the Brattleboro Retreat. Provides relevant support, education, and training across the organization related to the patient experience. Reports out data measures internally and externally to federal, state, and local regulatory and accrediting agencies and other stakeholders.

Brattleboro Retreat, Brattleboro, VT
October 2017 – June 2021
Director of Social Work

Oversees Inpatient Social Work and Transportation Departments. Plans, develops, and directs the operation of the Inpatient Social Work Department, contributing to the goals and missions of the Brattleboro Retreat as well as meeting the requirements of federal, state, and local regulatory and accrediting agencies.

Brattleboro Retreat, Brattleboro, VT
September 2016 - October 2017
Manager of Social Work Services

Provided social work services for patients and their families admitted to the Child Units including the completion of a psychosocial assessment, individual and family counseling, parent education, group therapy, coordination with schools and outpatient providers, and development of a comprehensive aftercare plan. Provided clinical supervision to social workers across the hospital and other staff. Managed the social work schedule and organized coverage for weekends and holidays.

Brattleboro Retreat, Brattleboro, VT
February 2011 – September 2016
Social Work Supervisor Child Inpatient Unit

Provided social work services for patients and their families admitted to the Child Units including the completion of a psychosocial assessment, individual and family counseling, parent education, group therapy, coordination with schools and outpatient providers, and development of a comprehensive aftercare plan. Provided clinical supervision to social workers and other staff. Participated in other organizational activities as assigned.

Brattleboro Retreat, Brattleboro, VT
December 2007 – February 2011
Social Work Supervisor Child and Adolescent Unit

Provided social work services for patients and their families admitted to both the Child and Adolescent Units including the completion of a psychosocial assessment, individual and family counseling, parent education, group therapy, coordination with schools and outpatient providers, and development of a comprehensive aftercare plan. Provided clinical supervision to social workers and other staff. Participated in other organizational activities as assigned.

United Counseling Service of Bennington County, Inc., Bennington, VT
November 2004 – November 2007
Battelle House Manager

Managed Emergency Services for Bennington County, the Substance Abuse Receiving Center Bed, and Battelle House. Supervised the staff and programming for all three programs. Measured quality assurance and compliance with external agencies and accreditation organizations standards and requirements. Acted as Disaster Mental Health Coordinator for Bennington County.

United Counseling Service of Bennington County, Inc., Bennington, VT
April 2003 – November 2004
Battelle House Program Coordinator

Developed and implement programming at the six-bed mental health crisis stabilization center as well as working as an emergency clinician.

United Counseling Service of Bennington County, Inc., Bennington, VT
January 1997 – April 2003
Continuous Treatment Team Leader/Case Manager:

Provided counseling, special rehabilitation, and case management services to adults with persistent and chronic mental illness enrolled in the CRT Program; supervised the team caseworkers; provided clinical supervision of staff at the group home.

United Counseling Service of Bennington County, Inc., Bennington, VT
August 1995 - January 1997
Family Emergency Services Crisis Outreach Worker:

Provided crisis intervention services for families and children under a program created to reduce the number of children entering State of Vermont custody (**August 1995 - November 1995** under a grant to **Sunrise Family Resource Center, Inc.**); counseling children, parents and families; parenting skills training; case management; school advocacy; referrals to other agencies and programs

New Alternatives for Children, Inc., New York, NY
May 1994 - September 1994
Social Work Intern:

Assisted with programs for foster care and adoption of children with chronic medical conditions and developmental disabilities.

Northeastern Association for the Blind of Albany, Albany, NY
August 1992 - July 1993
Information and Referral Specialist:

Provided program and referral information; volunteer coordinator

Additional Positions

Qualified Mental Health Professional
January 1997 – December 2007
Designation by State of Vermont:

Screener for Vermont State Hospital to initiate involuntary commitment of individuals to psychiatric hospitals

United Counseling Service of Bennington County, Inc., Bennington, VT
January 1997 – December 2007
Per Diem Clinician for Emergency Services:

Provided crisis mental health and substance abuse services

United Counseling Service of Bennington County, Inc., Bennington, VT
June 1996 – December 2007
Counseling:

Therapist providing counseling under a fee-for-service agreement

Miscellaneous **International Critical Incident Stress Foundation, Inc., Elliot City, MD**
March 2003- December 2007
Trained in Critical Incident Stress Management

Trained in Core Competencies in CISM/Basic; CISM/Advanced; Peer Support; Suicide Prevention, Intervention and Postvention; and Assaulted Staff Action Program (ASAP): Coping with the Psychological Aftermath of Violence

Bennington-Rutland Opportunity Council, Inc., Rutland, VT
October 1998 - October 1999
Elected Member of Executive Board:

Served on the Governing Board of Community Based Social Action Organization, providing "Weatherization" for Low Income Homes, Nutrition Counseling, Emergency Housing, Distribution of Government Subsidies Food Banks and Assistance to Small Businesses

Vermont Infant Photo Eye Refraction Study, under the Auspices of the **Jewish Guild for the Blind, New York NY**
February 1997 - April 1998
On-Site Project Manager:

Organized Screening Project of Young Children for Early Intervention of Correctable Visual Problems; Recruited Physicians and Other Professionals as Volunteers, Establishing Screening Locations, and Outreach to the Target Population to Encourage Participation

PETER M. KEENAN, MSN, RN

EDUCATION

MASTER OF SCIENCE IN NURSING, 2000
Northeastern University, Boston, MA

BACHELOR OF SCIENCE IN NURSING, 1988
Northeastern University, Boston, MA

EXPERIENCE

January, 2021-present

Brattleboro Retreat

Clinical Manager of Education January to May, 2021
Director of Child and Adolescent Inpatient Services May 2021- present

February, 2020- January, 2021

Independent Consulting

Engaged in independent consulting opportunities in inpatient psychiatric units.

June, 2019-February, 2020

Leaders for Today/Berkshire Medical Center

Interim Clinical Manager Behavioral Health Service Line

Responsible for management of 20 bed inpatient psychiatric unit, 20 bed intensive care unit, and 25 bed acute treatment detoxification unit. Managed 40 FTEs of Nursing and 20 FTEs of clinical staff. Held 24/7 overall responsibility for the unit and staffing. Supervised all staff.

March, 2019-June, 2019

Nielsen Healthcare/University of Maryland Capital Region Healthcare Prince George's Hospital

Interim Director of Nursing Behavioral Health Service Line

Provide consultative services to inpatient behavioral health unit, two partial hospital programs, inpatient medical surgical units, and emergency services to prepare them for the

pending joint commission reaccreditation visit. After joint commission visit will focus on quality improvement and quality of care improvements to assure that the highest quality care is being provided to adult patients from the local county who have both medical and psychiatric diagnoses.

January 2019-March 1010

HEALTHTRUST

Interim Director of Nursing

Provides 24/7 Director coverage for 33 bed inpatient psychiatric unit in Gainseville, Florida. Supervised 20 FTEs of RNs and 24 FTEs of Mental Health technicians. Performed initial assessment of unit competencies and worked with Regional educator to re-design these competencies to meet the needs of the staff and patients. Instituted several safety measures including nurse leader rounding, hourly nursing rounding, safety huddles, and emergency response debriefing.

May 2017- November, 2018

Correct Care Recovery Solutions/Bridgewater State Hospital

Director of Nursing/Chief Nursing Officer

Bridgewater State Hospital is the state forensic psychiatric facility designed to care for 225 of the state's most clinically complex forensic patients. Correct Care Recovery Solutions was contracted in April of 2017 to develop a trauma informed, recovery focused treatment model designed to meet the needs of these patients. Nine inpatient care units located at the state facility, as well as two state sentenced units at the local corrections facility on the grounds, were originally dersigned to care for these patients from a corrections focused treatment model. This start up program, consisting of 180 FTEs of staff and a budget of 3 million dollars, is systematically transforming the culture and care delivery model for patients with psychiatric illness at the state level. This is a collaborative effort with both the department of corrections as well as the department of mental health and Massachusetts governor's office. This transformation lead to the first successful Joint Commission accreditation with only 3 findings requiring a corrective action plan. Current work continues to focus on treatment program redesign as well as physical renovations of all the inpatient units to provide a supportive care environment for forensic psychiatric patients.

August 2015 – January, 2017

PROVIDENCE BEHAVIORAL HEALTH HOSPITAL, TRINITY HEALTHCARE, Holyoke, MA

Director of Nursing

Providence Behavioral Health Hospital is home to a wide range of mental health and substance abuse programs. 24/7 responsibility for four inpatient (two adult, one older adult, child and adolescent) units, detoxification unit, and methadone treatment program. Licensed and staffed for 104 beds, adding 21 beds in September to take them to 125 beds. Current bed break down: 30 detox, 16 geriatric, 24 child/adolescent, 34 adult and onsite medication assistance treatment/methadone clinic with 300 patients a day. Reports to CNO at sister facility, Mercy Medical Center, Springfield, MA. Responsible for five Nurse Managers, seven off shift Supervisors and a total of approximately 225 FTEs.

March 2012 – April 2015

CARNEY HOSPITAL, STEWARD HEALTHCARE, Dorchester, MA

Clinical Director (February 2015 – April 2015)

Steward Carney Hospital is an 81-bed general medical and surgical hospital. Responsible for quality care measures for nursing and all support services to include PT/OT, mental health technicians, and outpatient licensed mental health counselors.

Interim Patient Care Director (September 2012 – March 2013)

Clinical Director, Nurse Manager, Child and Adolescent Psychiatry/ Interim Patient Care Director Medical Surgical Nursing (March 2012 – February 2015)

24/7 responsibility for 14-bed inpatient child/adolescent psychiatric unit, 35-bed inpatient medical unit, and 15-bed inpatient surgical unit. Managed over 100 FTEs of RNs, CNAs, and unit secretaries. Provide day-to-day supervision, oversee scheduling, manage and explain variances. Instituted several quality improvement measures (unit based dosing of medication in pixus etc.)

Selected Accomplishments:

- Successfully maintained 85-90% staff satisfaction, even during periods of difficult staffing and reductions in force.
- Eliminated excessive waste related to medication storage, distribution, and ordering of supplies.
- Initiated SBAR communication between all staff and SBAR change of shift report format.
- Successfully initiated board to address staff satisfaction with development of an initial plan to increase satisfaction.
- Argued for staffing via Worked Hours per Patient Day instead of Paid Hours per Patient Days.
- Maintained staffing within 5% variance.
- Successfully prepared all three clinical areas for annual Joint Commission visit.

March 2011 – March 2012

BRIGHAM AND WOMEN'S HOSPITAL, Boston, MA

Nursing Director, Tower 8AB, Surgical Intermediate Unit/Burn Trauma Step-down

Brigham and Women's Hospital (BWH) is a 793-bed teaching affiliate of Harvard Medical School. Responsible for 24/7 clinical and financial management of a 15-bed and a 12-bed inpatient surgical step down intermediate care units focusing on the care of patients with extensive burns, trauma, status post renal transplant, and recovering from traumatic brain injury. Managed over 29 FTEs of RN staff and 15 FTEs of clinical support staff, as well as an operations supervisor and 10 FTEs of unit coordinator support. Provide day-to-day supervision, oversee scheduling, manage and explain variances. Instituted several quality improvement measures (unit based dosing of medication in pixus etc.) Support the lead Chiefs of service, social workers, physician assistants, residents, fellows and interns and provide nursing perspective as we develop our quality improvement plans and improve overall quality, satisfaction, and safety on the units. Continue to focus on the development and implementation of the new model of family centered care in the nursing department. Also focused on further development of continuity of care assuring that each nurse gets to know their patients to provide the best possible care in the safest environment. Reported to Executive Director, Surgical Services; responsible for Unit Educator and all nursing staff.

Selected Accomplishments:

- Worked collaboratively with covering nursing director and nurses in charge to decrease negative staffing variance to less than $1,000.
- Worked to decrease overall negative variances on budget to a manageable level.
- Successfully advocated for the continuation of the Nursing Educator role for both units.
- Initiated cost containment measures to decrease unit based pharmacy charges by 90%
- Initiated multidisciplinary rounds for renal transplant service.

January 2009 – March 2011

SIGNATURE HEALTHCARE BROCKTON HOSPITAL SCHOOL OF NURSING, Brockton, MA

Academic Administrator

Responsible for all academic management as well as supervision of faculty and student performance in their respective roles.

Selected Accomplishments:

- Appointed to the Society of Pediatric Nursing Nomination Committee for a three year term to represent both Signature Healthcare and Signature Healthcare School of Nursing at committee meetings and annual convention.
- Increased staff satisfaction by ten percent from baseline scores represented in satisfaction survey in September of 2010.
- Successfully advocated for creation and funding of a Simulation Laboratory Coordinator for the School of Nursing.
- Successfully secured funding for a simulation mannequin at the School of Nursing.
- Transitioned a number of faculty members into the lead role for those courses that required a new leader.
- Represented the School of Nursing on the Patient Satisfaction Committee.
- Incorporated Patient Satisfaction into all curricula for the School of Nursing.
- Began to develop 90 day improvement plans for the School of Nursing, setting improvement goals that were related to the overall hospital improvement goals.
- Represented the School of Nursing on the Lean Development Self Study Committee.
- Developed and implemented changes in the curriculum for School of Nursing pharmacology course to improve student outcomes and satisfaction based on data extrapolated from student evaluations in the summer courses.
- Created theory and clinical schedules for the spring and summer for faculty so that there was parity in workload and mutual understanding of schedules.
- Created universal document for faculty that illustrated their workload in theory and clinical to show even distribution for all faculty Also created a yearly workload spreadsheet for faculty that demonstrated their total hours, yearly, that are spent in clinical and theory out of their total yearly hours.
- Transitioned Student Services Coordinator position into Coordinator of Student Services and Counseling and hired exceptional candidate for this position.
- Redesigned the Student Government and National Student Nurse's Associations at the School of Nursing to better meet the needs of the student population.
- Increased the collaboration between the School of Nursing and nursing leadership in the main facility.

- Trained all interested faculty in the used of the glucometer to test blood sugars so that students were able to perform this test in the clinical setting.
- Secured clinical placement at two area school systems, two alternative mental health facilities, and a community health center to improve the clinical experiences of students in these areas.
- Began work on a Department of Health and Human Services Health Resources and Services Administrator Affordable Care Act-Nurse Education, Practice, Quality, and Retention Program Federal grant, in collaboration with hospital and Fisher College leadership, to develop an RN to BSN program for program graduates and nurses in the main facility. Also began discussions on development of a nurse intern and resident program as part of this grant application.

Faculty

Responsible for clinical supervision of nine senior nursing students two days a week and nine junior nursing students once a week Also responsible for class lectures, exam preparation, clinical and academic tutoring, and various other assignments as appropriate.

Selected Accomplishments:

- Successfully tutored senior nursing student to achieve a passing grade both clinically and academically.
- Served as co-advisor to the newly created National Student Nurse Association chapter for the school.
- Assisted student in successful submission of an essay to the National Student Nurse Association on the topic of "During this drastic shortage of nursing educators, what is the importance of increasing promotion of such a career, and how can it be done?"
- Successfully implemented a white ribbon campaign with students, faculty, and associates to highlight the issues of domestic violence among our female patients.

October 2009 – March 2011

MCLEAN HOSPITAL SOUTHEAST CAMPUS, Brockton, MA

Staff Nurse

Work per diem as a staff nurse on a 25-bed adult inpatient unit. Age of patients ranges from 17 to 75 years of age. Diagnoses include, but are not limited to, Depression, Eating Disorders, Mania, Bipolar, Schizoaffective Disorder, as well as Dual Diagnosis with a mental illness and substance dependence issues. Provided direct nursing care to 8-9 of these patients on a locked unit. Also provided support and guidance to the mental health councilors as they cared for their patients.

January 2009 – October 2009

PER DIEM EMPLOYMENT

Staff Nurse

Employed as a staff nurse and nursing supervisor on an as needed basis. Also spent time caring for an ill family member at home.

June 2008 – December 2008

TUFTS MEDICAL CENTER, FLOATING HOSPITAL FOR CHILDREN, Boston, MA

Nurse Manager, Floating 7 and Neely Pediatric Bone Marrow Transplant Unit

Floating Hospital for Children in Boston is a full service pediatric hospital servicing newborn infants to young adults. Responsible for 24/7 clinical and financial management of the 28-bed inpatient

pediatric unit and 5-bed inpatient bone marrow transplant unit. Managed over 29 FTEs of RN staff and 15 FTEs of clinical support staff. Provided day-to-day supervision, oversee scheduling, manage and explain variances. Supported the lead hospitalist and provide nursing perspective as we develop our quality improvement plans and improve overall quality, satisfaction, and safety on the units. Began work on the development and implementation of the new model of care in the nursing department (patient and family centered care).

Selected Accomplishments:

- Increased staff satisfaction to 90% or better.
- Instituted several quality improvement measures (unit based dosing of medication in pixus etc.)
- Successfully opened the second largest pediatric bone marrow transplant unit in the East Coast.
- Successfully prepared the pediatric units for our recent Joint Commission site visit that resulted in no Request for Improvements in the pediatric setting.
- Increased productive staffing from 75 to 86% in a one month variance period.
- Successfully advocated for the recruitment and retention of a pediatric search firm to help in finding a pediatric educator candidate.
- Successfully interviewed and hired candidates for the full time evening unit coordinator position on the pediatric division and part time unit coordinator position on the bone marrow transplant unit.
- Advocated for a new cardiac monitoring system on the pediatric unit.
- Successfully re-wrote the pediatric Standard Operation Procedures (SOPs) for the bone marrow transplant unit getting us ready for our upcoming FACT accreditation visit.

October 2005 – June 2008

CHILDREN'S HOSPITAL, Boston, MA

Nurse Manager, Department of Inpatient Psychiatry

Responsible for 24/7 clinical management of the inpatient psychiatry floor. Managed 20 nurses, 20 milieu councilors, five social workers, one psychologist, and several interns from each discipline. Provided day to day supervision, management of schedule, monitor use of earned time, interdisciplinary support, as well as being responsible for managing the clinical care of all sixteen patients on the unit. Supervised the staff educator and have been working with her to write a proposal to increase her time on the unit as well as helping her to develop several unit based educational opportunities to improve the quality of the care provided on the unit. Worked closely with the nursing director to institute learning contracts for all staff to improve staff satisfaction and increase accountability for, and satisfaction with, their work. Managed unit budget and explain variances. Act as Nursing Director in her absence.

Selected Accomplishments:

- Represented the unit on a number of hospital based committees and forums as well as local and national advocacy and governing bodies.
- Represented the unit in the newly formed Nursing Practice and Quality of Care Committee.
- Served as one of the super user resources during phase one and two of the transition to electronic medical record initiation.
- Served as a member of the multidisciplinary leadership team on the unit.
- Served as a member of the recruitment committee for the re-designed medical director position. Assisted in the hiring of a candidate that would support the further development of the unit and programming.

- Worked collaboratively with other members of the nursing department, along with members of the unit based nursing staff, to develop the Evidence Based Practice introductory program for the hospital.
- Supported the initiation of the Evidence Based Practice project designed to improve the unit's ability to care for developmentally disabled children, as well as those struggling with mental illness, with complementary medicine to decrease the utilization of restraint and reduction.
- Successfully transitioned the leadership role on the unit from a clinical coordinator/charge nurse position to the Nurse Manager position both on the unit and within the Department of Psychiatry.
- Worked collaboratively with the Program/Patient Services Director to increase staff satisfaction, recruitment, and retention on the unit. Successfully increased the scores by 20-30% on the Department of Nursing Recruitment and Retention Survey related to leadership on the unit and communication between departments.
- Assisted in the development of the Developmentally Disabled Assessment and Response Team designed to care for children dealing with mental health, emotional, and behavioral issues on the inpatient medical floors in collaboration with the nursing and physician leadership for the Inpatient Medical and Surgical services.
- Assisted in the transition of the pediatric leadership in the hospital from a primary care to hospitalist model.
- Increased the visibility of the unit, and understanding of psychiatric nursing, in interdepartmental and interdisciplinary collaborations throughout the hospital.
- Created the position representing the unit in the hospital wide Nursing Recruitment and Retention Committee.
- Worked collaboratively with other Nurse Managers and Directors to develop a suicide risk assessment screen and training module to increase inpatient nurse's ability to assess the risk that medical and surgical patients may be at risk in accordance with the Updated National Patient Safety Goals.
- Represented the unit on the Joint Commission Committee.
- Successfully prepared the unit, and institution, in preparing for the recent, unannounced Joint Commission regulatory visit.
- Assisted in the restructuring of the primary nursing role to provide increased nursing representation and leadership on the unit based nursing teams.
- Successfully decreased the professional split between the nursing, physician, and other disciplines on the unit through collaboration, education, and hiring of new staff.
- Supported the development of the Clinical Nurse Specialist role for the unit and assisted in developing funding source for this position.
- Represented the unit on the Advanced Practice Nursing Committee.
- Transitioned nursing practice from a task oriented system to one that allows the staff to utilize all of their years of skill and experience in caring for children, youth, and families.
- Helped to design the plans for upgrade and renovation of the unit to better care for children, youth, and families.
- Prepared selected units and nursing department for our recent, successful American Nurse's Credentialing Center Magnet site visit and resultant aware of Magnet status.

NORTHEASTERN UNIVERSITY, COLLEGE OF HEALTH SCIENCES, SCHOOL OF NURSING, Boston, MA

Adjunct Faculty

Served as adjunct faculty in the primary care graduate nursing program.

March 2005 – September 2005

SAN FRANCISCO DEPARTMENT OF HEALTH SPECIAL PROGRAMS FOR YOUTH, San Francisco, CA

Pediatric Nurse Practitioner, Youth Guidance Center

Responsible for providing case management and primary care to 125 detained adolescents and young adults. Represent Special Programs for Youth Medical Services in a variety of meetings with the juvenile hall and probation staff. Work collaboratively with the mental health, probation, and medical staff to design treatment plans to meet the individual needs of the clients.

Selected Accomplishments:

- Assisted in the skill mix of nursing staff from Registered Nurses to 60% Registered Nurses and 40% Licensed Vocational Nurses.
- Responsible for ongoing continuing education of medical and nursing staff.
- Served as program development consultant for the Director of Special Programs for Youth on a weekly basis.
- Initiated 24-hour check process on all orders written by medical staff and began Quality Improvement measures to ensure appropriate asthma care is provided to patients.

1989 – 2005

CHILDREN'S HOSPITAL, Boston, MA

Children's Hospital Primary Care Center, Primary Care Program Coordinator/Clinical Coordinator/Pediatric Nurse Practitioner/Advanced Practice Nurse/Staff Nurse III (2001 – 2005)

Responsible for fiscal ($3 Million), clinical, and program management of the pediatric and adolescent primary care programs, Pediatric and Adolescent Gynecology Program, and the Martha Elliot Health Center.

Selected Accomplishments:

- Managed multidisciplinary team of 30 professionals and paraprofessionals.
- Successful transition of the pediatric primary care clinic to a center of care delivering services to low-income families of color (January 2005).
- Successful increase in volume from 29,000 to 34,000 in three-year period within the current budget (October 2002 – December 2004).
- Development of onsite programming, including resident, nursing, and nurse practitioner training, as well as quality improvement, to address issues of obesity, asthma, chronic illness, school readiness, and mental health.
- Advocated for community based asthma programs with the Office for Child Advocacy for Children's Hospital and state government Department of Public Health and the Boston Public Health Commission (January – March 2005).
- Assisted in writing of community plan to address asthma; assisted in writing Asthma Steps grant with the Boston Public Health Commission (March 2005).

Division of Adolescent Medicine, Clinical Coordinator/Pediatric Nurse Practitioner/Staff Nurse III/Co-Director of Unit Based Quality Improvement/Boston HAPPENS Program (1994 – 2001)

Responsible for fiscal and clinical management of the Division of Adolescent Medicine and the Boston HAPPENS Program, (HIV Adolescent Provider and Peer Education Network for Services) an

innovative collaborated clinical program providing specialty and primary care to 26 HIV infected and over 400 at risk youth in eight sites (two social service and 6 clinical). Provided primary care and case management to HIV infected youth at Children's Hospital and the Community and served as HIV care and testing consultant to the Department of Youth Services. Supervised six staff and eight peer leaders.

Selected Accomplishments:

- Successful transition of HAPPENS Program from planning to implementation in the community.
- Advocated and secured funding with federal agency (HRSA) for a peer advocate and peer leaders.
- Served as first Ryan White Title I planning council member to represent programs caring for HIV infected youth.
- Increased competency of community health center staff in caring for HIV infected youth.
- Represented the needs of HIV infected youth on a variety of local, state, and national forums and boards.
- Assisted in writing a grant for successful renewal and funding for two more years through SPNS/HRSA.
- Managed state funded HIV counseling and testing program. Successfully co-wrote HIV CTS grant to assure continued funding of CTS program.
- Served as transition coordinator for youth with chronic illness and disabilities, in collaboration with MA Department of Public Health funded by Maternal Child Health demonstration grant
- Successfully submitted Peer Support, Education, and Training grant to the Department of Public Health
- Served as a governing body member for Ryan White Title I HIV grant funded programs and served as a member of the review board for the federal Health Resource Service Administration Ryan White Title IV Grant review panels
- Assisted in writing Ryan White Title IV grant for continued funding of the Adolescent HIV Program.

Staff Nurse I, Division 10 East (1991 – 1994)

Provided primary care to children, youth and families on this 21-bed medical unit for adolescents aged 12-24 with a variety of acute and chronic medical conditions.

Staff Nurse I, Division 73, Adolescent Toddler Inpatient Psychiatry (1989 – 1991)

Provided primary care to children, youth and families on this 15-bed unit for patients 2-5 and 12-18 years old with a variety of chronic, medical, and psychiatric illnesses.

1988 – 1989

FLOATING HOSPITAL FOR CHILDREN, New England MEDICAL CENTER, Boston, MA

Staff Nurse Level I, 7 West

Provided direct patient care to pediatric and adolescent patients aged newborn to 18 years, with a variety of medical conditions on this 21-bed inpatient unit.

APPOINTMENTS

- Appointed Adjunct Faculty Fisher College at Brockton Hospital School of Nursing, December 2011 – Present.

- Elected to the Society of Pediatric Nursing Nomination Committee for a three year term, December 2010 – Present.
- Appointed Adjunct Faculty for Northeastern University School of Nursing Undergraduate and Graduate Programs, 2003 – 2015.
- Appointed as Board Member for the Ryan White Title I Planning Council, Boston AIDS Consortium, 1997 – 2004.
- Appointed to Adolescent Subcommittee of the National AIDS Policy Center, 1996 – 2004.
- Appointed to Consumer Advisory Board for Living Legacy Program through the Ryan White Title IV Programs, 1995 – 2005.

COMMITTEE/COMMUNITY PARTICIPATION

- AIDS Policy Center for Children, Youth and Families, Adolescent Subcommittee, 1997 –2004.
- AIDS Action Committee Advocacy Task Force, 1998 – Present.
- Massachusetts AIDS Task Force, 1998 – 2004.
- National Review Panel for Ryan White Title IV Grants member, 1998 – 2004.
- HIV Resource Group Co-Facilitator, 1994 – 2001.
- Member of local and national Maternal Child Health Youth with Disabilities Advisory Panel, 2001 – 2004.

PROFESSIONAL ACTIVITIES

- Reviewer for "Nursing Care for the Child in the Community" chapter, Child Health Nursing textbook, December 2003.
- Reviewer for "STD and Adolescent Care" chapter, School Health Nursing, 3rd Edition, February 2002.
- Co-Director, 3-day Adolescent Post-Graduate Course, in collaboration with Harvard Medical School, May 2001.

CERTIFICATIONS

- The National Certification Board of Pediatric Nurse Practitioners and Nurses, Certified Pediatric Nurse Practitioner, 2001.

PROFESSIONAL MEMBERSHIPS

- Society of Pediatric Nurses Member, 2003 – Present.
- Association of Primary Care Nurses Member, 2001 – Present.
- National Association of Pediatric Nurse Practitioners and Associates Member, 1997 – Present.
  - ~ New England Regional Chapter Member, 1999 – 2013.
- Society for Adolescent Medicine Member, 1997 – 2010.
- New England Regional Chapter of the Society for Adolescent Medicine Member, 1996 – 2004.

PRESENTATIONS

- Numerous local and national poster and platform presentations on developing services for, and providing care to, HIV infected, at risk, and homeless youth.

PUBLICATIONS

- Rosenfeld SL, Keenan PM, Fox DJ, Melchiono MW, Woods ER. "Youth perceptions of comprehensive adolescent Health Services through the Boston HAPPENS Program." Journal of Pediatric Health Care.
- Woods ER, Samples CL, Melchiono MW, Keenan PM, Fox DJ, Chase L, Burns M, Paradise J, O'Brien R, Claytor R, Brook R, Goodman E. "Evaluation of a model of Adolescent HIV care: use of services by HIV- positive compared to at risk youth." Evaluation and Program Planning.
- Woods ER, Samples CL, Melchiono MW, Keenan PM, Fox DJ, Chase L, Burns M, Price V, Paradise J, O'Brien R, Claytor R, Brooke R, Goodman E. "Health services evaluation of a new model of health care for HIV positive, homeless and at-risk youth." Submitted to American Journal of Public Health.
- Woods ER, Samples CL, Melchiono MW, Keenan PM, Fox DJ, Chase L, Tierney S, Price V, Paradise J, O'Brien R, Mansfield CJ, Brooke R, Allen D, Goodman E. "The Boston HAPPENS Program: A model of care for HIV positive, homeless and at-risk youth." Journal of Adolescent Health, Special Issue.
- Goodman E, Samples CL, Keenan PM, Fox DJ, Melchiono MW, Woods ER. "Do high-risk youth use targeted HIV testing services: experience of a program of care for high-risk youth." Journal of Health Care for the Poor and Underserved 1999; 10: 430-441.
- Rosenfeld SL, Fox DJ, Keenan PM, Melchiono MW, Samples CL, Woods ER. "Primary care experiences & preferences of urban youth." Journal of Pediatric Health Care 1996; 10: 151-160.

AWARDS

- Graduated with National Honors from Northeastern University Graduate Nursing Program, 2000.
- Massachusetts Nurses Foundation Scholarship Award, 1998.

DIANE Z. BERARD MA, LSW

OBJECTIVE: A clinical position in an innovative human service agency using proven skills in person-centered, trauma–informed care

EDUCATION:

Master's degree, Counseling Psychology, May 1994
Assumption College, Worcester, MA 01606
Grade Point Average - 3.80

Bachelor of Arts, Psychology, May 1991
Saint Anselm College, Manchester, NH 03102
Grade Point Average - 3.30, Dean's List: 1987 – 1991

RELATED EXPERIENCE:

Providence Behavioral Health Hospital (2000 – Present)
Holyoke, MA
Director of Clinical Care Management

- Directs and supervises the delivery of social services to ensure they are consistent with the principles of trauma-informed, patient/family-centered and recovery-oriented care for all patients and meets all relevant regulatory and accreditation requirements.
- Ensures compliance with admission criteria to all inpatient service lines; oversees utilization review functions to ensure appropriate admissions and timely, effective reviews, and maximum authorization for continued stay as defined by specified criteria.
- Develops and maintains collaborative working relationships with internal and external stakeholders (i.e. payers, community resources, regulatory agencies, patients/families, professionals) for matters that pertain to clinical and social services, including but not limited to matters related to quality and coordination of care. Serves as primary contact when appropriate and communicates clearly and effectively to maintain positive relationships to understand their priorities, needs and key issues.
- Develops and maintains training programs for triage clinicians, utilization reviewers and hospital staff. Maintains ongoing assessment of competencies and training needs for departments.
- Maintains professional, problem solving relationships with internal treatment programs, external referral sources and ED's.
- Participates as an active member of the Behavioral Health Leadership Team. Participates in Administrative-On-Call Responsibilities.

Youth Opportunities Upheld, Inc. (1997 – 2000)
Worcester, MA
Director of Pre-Adolescent Services, The Wetzel Center

- Responsible for all clinical and administrative functions of an Intensive Acute Residential Treatment program
- Responsible for individual therapy, family therapy and all other clinical case management duties
- Supervised all clinical, educational and residential staff
- Participated in the development and maintenance of the program budget
- Provided 24 hour on-call emergency coverage to the program
- Member of Y.O.U. Inc. Quality Management Team

Program Coordinator

- Responsible for clinical and administrative functions of a community-based residential program
- Advocated for adolescent girls through the Department of Children and Families and Grafton Public Schools
- Participated in the development and maintenance of the program budget
- Provided safety and structure in the therapeutic milieu
- Supervised graduate level interns

Vinfen Corporation (1995 – 1997)
Boston, MA
D.B.T. Clinical Coordinator

- Initiated the development of a treatment program for young women diagnosed with Borderline Personality Disorder using Dialectical Behavior Therapy
- Managed staff of nine mental health workers in a 24- hour residential program
- Monitored and evaluated therapeutic progress of volatile and suicidal individuals
- Received training in D.B.T. at Northampton Intensive in January 1998

Program Coordinator

- Responsible for all clinical and administrative aspects of a Respite/Day Program
- Developed and managed a community-based Day Program for mentally ill adults
- Acted as a liaison between Vinfen, the Department of Mental Health and other community agencies
- Participated in licensing including QUEST and CARF
- Active member of Legislative Action Committee and Quality Improvement Team

Elizabeth R. Wohl

EXPERIENCE

Downs Rachlin Martin PLLC Brattleboro, VT
Of Counsel (Jan. 2021-present)
Strategic Healthcare Advisor; Licensed in Vermont, Massachusetts and New Hampshire

Brattleboro Retreat, Brattleboro, VT, Jan. 2017- Jan. 2021
General Counsel and Chief Compliance Officer, advise Board, Executive leaders, and staff on legal and business decisions, manage outside counsel relations, interface with courts and state agencies, oversee grievance and consumer advisory programs.

Downs Rachlin Martin PLLC Brattleboro, VT
Associate (Sept.2007-Dec.2013) Director (Jan. 2014-Dec. 2016)
Litigator and Health Lawyer, Licensed in Vermont, Massachusetts and New Hampshire,
mentor and supervisor to paralegals and associates

Vermont Supreme Court, Honorable Marilyn S. Skoglund, Montpelier, VT
Law Clerk, 2006-2007

United States District Court, District of Wyoming, Honorable William F. Downes, Casper, WY
Law Clerk, 2005-2006

Potter Stewart, Jr. Law Offices, Brattleboro, VT
Law Clerk, Summer 2004

Vermont Supreme Court, Montpelier, VT
Judicial Intern, Spring 2004

District Court for the Fifth Judicial District, Honorable Hunter Patrick, Casper, WY
Judicial Intern, Spring 2003

Farm and Wilderness Foundation, Plymouth, VT
ACA Re-Accreditation Coordinator, Summer 2002
Crew Manager and Carpenter, Spring 2002 and Fall 2001
Crew, Spring, Fall, Winter 2000 and Winter 2001
Work Projects Head, Indian Brook, Summers 1999-2001
Cabin Counselor, Indian Brook, Summer 1997

Study Away Teach Away, Hanoi, Viet Nam
Administrative Assistant Spring 1999
Served as faculty/student liaison, distributed weekly student stipend

BOARD AND VOLUNTEER SERVICE

New England Center for Circus Arts
Board President 2017- Present

Vermont Bar Association, Health Law Section
Co-chair, 2015- present: organize one presentation a year for VBA's membership

Brattleboro Area Chamber of Commerce, Brattleboro, VT
Board member 2013- 2019

Brooks Memorial Library, Board of Trustees, Brattleboro, VT
Board member and Vice-chair 2008-2015
Committees: Asset Development, Strategic Planning, Director Evaluation, Fine Arts

Elizabeth R. Wohl

Windham County Bar Association, Legal Assistance Project, Brattleboro, VT
Administrator of Low Bono/Pro Bono Project for Windham County, 2011-2015
Wrote the initial grant to start the program and assist in bi-annual reports to the Vermont Bar Foundation

EDUCATION

Vermont Law School, South Royalton, VT
J.D. magna cum laude, May 21, 2005
Law Review, Editor
Teaching Assistant Legal Writing and Appellate Advocacy
VLS Academic Excellence Awards for Legal Writing II, Comparative Law, and Non-profits

Connecticut College, New London, CT
B.A. Summa cum laude, English and Government May 1999
Phi Beta Kappa, inducted Fall 1998 as Winthrop Scholar
Pi Sigma Alpha

Connecticut College, Study Away Teach Away, Hanoi,Viet Nam
Studied Vietnamese language, history, international environmental policy, international political economy and human rights, Spring 1999

Williams College and Mystic Seaport Maritime Studies Program, Mystic, CT
Studied marine policy, history and literature of the sea, oceanography and maritime skills, Fall 1997

PUBLICATIONS AND PRESENTATIONS

COVID-19, GC Roundtable Podcast Participant, American Health Law Association, April 2020

"Keeping it all Together: Navigating Mental Health Issues in the Legal Profession," Vermont Bar Association Mid-Year Meeting, March 23, 2018

"Good, Better, and Best Practices for Mandatory Compliance Programs," Vermont Health Care Association Membership Meeting, March 26, 2013

"Legal Issues in Work with Persons with Violent Behaviors," Brattleboro Retreat Education Conference, Nov. 9, 2012, with Dr. Robert Kinscherff.

"Taking the Road Not Taken: Vermont's Health Benefit Exchange and the Green Mountain State's Journey to Single Payer Healthcare" with Paul Andrew (Drew) Kervick, *Health Lawyers Weekly*, August 24, 2012. A publication of the American Health Lawyers Association, the newsletter is distributed to 11,000 AHLA members.

"What Will the Supreme Court Do With the Patient Protection and Affordable Care Act?" Downs Rachlin Martin PLLC, Upper Valley Labor and Employment Law Seminar, April 17, 2012.

"Phone Call From Primary Care Clinic to ER Does Not Trigger EMTALA Obligations," American Health Lawyers Association Health Briefs e-Newsletter, May 2012

"Waiting for the U.S. Supreme Court to Rule: Preparing Clients for Three Possible Outcomes of the Affordable Care Act Litigation," American Health Lawyers Association Healthcare Liability and Litigation Practice Group, Volume 14, Issue 1, January 2012

"Sixth Circuit Issues First Appellate Ruling on Substance of Patient Protection and Affordable Care Act:

Recognizing the Court's Limits and Defining the Conflict for the Supreme Court," American Health Lawyers Association Health Briefs e-Newsletter, July 2011

"Obtaining Protected Health Information through Discovery: HIPAA and Beyond," Windham County Bar Association, May 25, 2010

"Health Information: Security, Privacy and Discovery," Vermont Bar Association 53rd Mid-Year Meeting, March 19, 2010

Book Review: "The Threat to the Rule of Law , a Critique of Instrumentalism," *Vermont Bar Journal*, Vol. 35, No. 3, Fall 2009

Co-author, "Breastfeeding Laws in Vermont: a Primer," *Vermont Bar Journal,* Vol. 34, No.1, Spring 2008

SKILLS AND INTERESTS

Aerial fabric artist, classically trained soprano, runner, elementary French, Italian, and Vietnamese, hiking, and walking workstations.

BONNIE R. MACGREGOR MSN, RN, SSGB

Highly organized, punctual and accountable healthcare professional. I work well collaboratively or independently, demonstrate excellent written and oral communication, and foster a desire for continuous learning.

PROFESSIONAL EXPERIENCE

Brattleboro Retreat
Director of Quality, Regulatory Affairs, Patient Safety & Infection Prevention (4/1/2019 – present)

Director of Quality & Regulatory Affairs - provides leadership and strategic direction to the development and implementation of processes and initiatives that ensure accreditation and regulatory compliance for the Brattleboro Retreat.

- *Successful Joint Commission Survey with Accreditation achieved, and 6 successful CMS unannounced investigations with no findings.*
- *Project management for 6CS*
- *Reconfiguration of reporting matrix for committees*
- Serves as the organizational liaison with The Joint Commission, CMS, as well as with state, federal and other pertinent regulatory agencies
- Provide critical quality expertise (RCA, ACA, Process Mapping, work flow analysis, SIPOC, Value Stream Mapping, DMAIC, etc.) to the Brattleboro Retreat.
- Report to the Senior VP Inpatient Services, works collaboratively with the Chief Medical Officer, Chief Operating Officer, as well as Directors of Service Lines, Departmental and Medical Staff leadership
- Engages stakeholders and staff at all levels to effectively integrate regulatory standards and requirements into all departments and clinical areas, and to promote continuous survey and regulatory readiness
- Act independently and initiates activities to reach closure on institution goals

Infection Preventionist

- Responsible for the implementation and review of the Infection Prevention program
- Ensures existing standards and guidelines of applicable professional organizations and regulatory and government agencies are incorporated into the program
- Reviews relevant public health issues to integrate into practice, serves as consultant and resource person regarding infection prevention for all personnel, collaborates with other health professionals and implements infection prevention education programs
- Collects and analyses healthcare associated infection data using epidemiological principles and statistics to identify trends and risk factors
- Develop reports for HAI and quality data for county, state and federal reporting requirements
- Promotes the principles of advanced professional practice

Hartford HealthCare (7/24/17 to 3/31/2019)

Clinical Consulting Analyst- System Service Organization Informatics for Behavioral Health. HHC is an 8-hospital state-wide system.

Responsible for providing leadership and support as a Clinical Analyst for Behavioral Health (2 free standing hospitals, 2 units within hospitals, 4 ED's, and system wide IOP, PHP, OP).

- *Successfully led a new EPIC Implementation (Behavioral Health) at Backus Hospital October 2017– workflow analysis, education and at the elbow support, post go live daily huddles and lessons learned.*
- *Successfully led a cross-system BH implementation of EPIC 2018 Upgrade in June 2018 and Elsevier F2017 CPM Upgrade in August 2018*
- *Successfully lead cross-system review of Elsevier Content Upgrade of Clinical Practice Guidelines with MD/APRN/RN/LCSW staff and met deadline for completion.*
- *Developed and implemented the first system wide Informatics Councils for Behavioral Health Nursing and BH LCSW's.*
- *Informatics lead for Behavioral Health Elsevier S2017 upgrade going live 08/1818, identifying risks, managing timeline for component completion, worked with inside stake holders in identifying Super Users and created support structure for go-live, augmenting education in train the trainer, created training and exercise booklets for RN's and LCSW's, CRS/OT/PT, and supported go live by rounding with at the elbow support, phone support, and Tiger Text support for 2 free standing BH hospitals and 2 IP hospitals*
- *Currently sit on a spectrum of system committees from VP level SI steering committee to unit-based and cross-system committees (20 regular committees & 5 ad hoc).*
- Drive initiatives in Clinical Excellence, advance patient care, and clinical practice through adoption and integration of technology (EPIC).
- Project management - lead clinical implementations and upgrades throughout HHC Behavioral Health.
- Support development of Health System clinical specifications for software development projects, vendor based and internally developed systems, by utilizing project work plans, project charters, status reports, issue management tools, and scope management tools.
- Develop future state functionality based on clinical or ancillary requirements.
- Participate in EPIC conversion/implementation requirements.
- Research and responds to end user requests for ClinDoc application support.
- Develop specifications that document current state functionality.
- Involved in formulating policies, procedures and clinical specifications for Behavioral Health.

Yale New Haven – Smilow Cancer Care Centers (6/27/16 - 7/21/17)
Quality & Patient Safety Coordinator

- *Project Manager - Successfully led QOPI data abstraction and analysis for 2017 preparation for accreditation.*
- *Project Manager for Smilow Cancer Care Center quality initiatives through ASCO*
- Provided leadership in quality improvement for 8 multidisciplinary disease-based teams and staff involved in the delivery of cancer care in the Smilow Cancer Hospital at Yale-New Haven. Developed, implemented, and evaluated the overall plan for achieving a culture of quality and patient safety consistent with National Patient Safety goals and the priorities of YNHH and Yale Cancer Center.
- Lead for facilitating strategic and tactical planning for the quality improvement program, including needs assessments, evaluations, ACA's, root cause analysis and rapid cycle quality improvement PDSA's.

- *Designed programs to prospectively evaluate patient/family care and to identify, study, and correct deficiencies; identifies opportunities to improve the patient-care delivery process and the patient experience (Press Ganey).*
- Served as a liaison among and between Yale New Haven Health System Cancer Network, Yale New Haven Hospital, the Smilow Cancer Hospital and the Yale Cancer Center for the purpose of improving quality care and integration.
- Collaborated in the design and implementation of an integrated organizational quality program.
- Provided leadership for data management related to patient safety and quality. Analysis and oversight for indicator selection, data collection and best practices for dissemination of data.

Sabbatical: I thoughtfully took time off from my career to rejuvenate, travel to the west coast of Canada, study mindfulness and mediation, and reignite my passion for nursing (11/2015-6/2016).

Sisters of Providence and Mercy Hospital, Holyoke, MA (2/3/2014 – 10/23/2015)
Quality Improvement, Patient Safety and Patient Satisfaction

Providence is a fully accredited 120 bed mental health and detox hospital and two methadone clinics servicing 1000 recovering clients per day. Providence is a not-for-profit hospital, which is part of Catholic Health East and Trinity Healthcare, delivering services to Western Massachusetts.

- *Set up database and graphs for in-house quality and state/CMS reportable data*
- *Improved HBIPS 4, 5, 6, and 7 from initial CMS reports of 0 to 5% compliance to over 80%*
- *Errors in prior reporting to CMS and DMH identified and corrected*
- *Policy and Procedure: as chair I instituted a process for new policies and for annual review*
- *Successfully went through TJC and DPH reviews*
- Risk management program: incident/occurrence report screening, review, evaluation and follow-up to identify situations that could result in patient safety concerns and/or hospital financial liability
- Data analysis: quality improvement and patient safety and regulatory initiatives, perform variance analysis and assist with developing/monitoring action plans in a timely manner
- Report data on quality initiatives to the Patient Safety Committee Meeting and Performance Improvement Committee
- Manage complaint/grievance process in coordination with Unit Managers/ Directors, Human Rights Officer, and regulatory bodies as appropriate
- Identify reportable events/complaints/grievances and reports to external regulatory, licensing and accrediting agencies as required
- Oversight and implementation of Press Ganey Patient Satisfaction Program
- Maintain compliance with all CMS, Joint Commission and state behavioral health reporting requirements
- FMEA and Root Cause Analyses (RCA): conducted and monitored follow up action items
- A3's, flow charts, cause/effect (fishbone), VSM, 5S, etc.: lead, support/provide data analysis

NATCHAUG HOSPITAL, Mansfield Center, CT (6/2008 – 2/2014)
RUSHFORD HOSPITAL, Meriden, CT (8/2012 – 2/2014)
Infection Preventionist, Employee Health, Professional Practice Coordinator

Natchaug Hospital is a Joint Commission Accredited 60-bed psychiatric, not-for profit community-based hospital in Eastern Connecticut. Natchaug provides care for paediatric, adolescent, and adult populations with in-patient, outpatient, 13-bed residential treatment centre, 20 intensive partial programs

and special education CDT-school programs. Rushford is a TJC accredited drug/alcohol detox hospital with 5 partial programs and 2 adolescent residential treatment programs.

Nurse Educator/Professional Practice Coordinator:

- Curriculum design, delivery, and evaluation of competency for RN's, LPN's, therapists, and Mental Health Workers utilizing adult learning theories
- Identify educational opportunities through gap analysis and provide evidence-based educational programming to ensure competency and enhanced patient safety
- Provide educational in-services to enhance medical components of care (e.g. diabetes, wound care)
- Maintain all educational records per Joint Commission and CMS standards
- Write and review policy and procedures, lead FMEAs, participate in RCA's and Quality Initiatives
- *Created a Peer Mentoring Program for new RN/LPN's, implemented the program and evaluated outcomes to focus on enhancing staff retention*
- *Designed curriculum for 2-week multi-disciplinary employee orientation*
- *Participated in system wide development of education for the system wide H3W implementation*

Infection Preventionist/Employee Health:

- *Established and supported Universal Precautions Program (OSHA and CDC based)*
- *Created Excel data spread sheets for IP monitoring, employee health data, infection and outbreak line lists*
- *Successfully took Infection Prevention through three Joint Commission Surveys*
- *Wrote the Infection Prevention Manual of Policies and Procedures for Natchaug Hospital*
- *Created hand hygiene audit program/monitoring tool, trained monitors, collated data, created and monitored corrective action plans*
- Identify, monitor and provide statistical analysis of IC concerns in the hospital and at the 20 off-site partial programs
- Manage Employee Health, Blood Borne pathogen occupational exposure, N95 Respirator Program/ TB Program, health promotion and training
- Lead Quality Improvement initiatives and RCA's r/t infection prevention, Chaired Infection Prevention Committee and Patient Safety Committee

RUSHFORD, Meriden CT (9/2013 – 11/2013)
Director of Quality Management and Infection Preventionist

Rushford is a TJC, CMS, DPH and DCF accredited mental health and drug/alcohol detox facility. This not-for-profit organization is part of Hartford Healthcare and delivers services in the greater Meriden CT region with a main hospital, two residential facilities, one detox facility and 2 transitional living homes.

- Successfully passed JC accreditation
- Maintained accountability for all accreditations
- Chaired all internal quality meetings, board meeting and reports to Board of Directors
- Chair of Policy and Procedure Committee and Critical Incidence Review
- Interface with accrediting entities, support audits and cross check audit results for integrity
- Infection Preventionist
- *Position terminated due to corporate restructuring*

HARTFORD HOSPITAL INSTITUTE OF LIVING, Hartford, CT (2003 – 2008)
Staff Nurse

- Registered Nurse on a paediatric psychiatry trauma intervention unit, clinical leader on second shift, preceptor for student nurses
- Responsibilities included assessment, monitoring for efficacy of medication regime for children in acute psychiatric crisis, medication teaching, support of the child and family in the hospital setting

Prior to 2003

- Experience includes positions held in Pediatric physician practice utilizing telephone triage skills; as an insurance Medical underwriter for group medical, LTD and STD providing in-depth assessment of medical histories of insurance applicants; doing independent nursing assessments for insurance applicants; in an Educator position in Hong Kong; and as acute care Staff Nurse on Cardiology, Step-down CCU, Med/Surg, Orthopedic, Gynecology and Neurology units.

TEACHING EXPERIENCE

Yale New Haven – Centre for Educational Excellence
Co-taught in the educational offerings for orientation on quality and lean principles.

UNIVERSITY OF HARTFORD, Hartford, CT (2011- 2015)
MSN Adjunct Faculty

- Co-taught the capstone for the MSN Program and have taught numerous seminars to undergraduate and graduate students on research dissemination through print/electronic media and PowerPoint presentation
- Designed and taught MSN cognate course: Holistic Health
- Utilize adult learning theories to assist students in achieving their educational goals and ensuring competence
- Proficient in BlackBoard, Word, PowerPoint, Excel, Access, Outlook, Visio and various Mac applications

INTERNATIONAL CHRISTIAN SCHOOL, Kowloon, Hong Kong (1992 – 1994)
Educator

- Educator with responsibility of designing course content, deliver educational content and assessment of Visual Art classes for grades 6 – 12
- Developed course curriculum based on developmental learning stages of children
- Presented, defended, and was awarded certification to teach visual arts by the Hong Kong Board of Education

EDUCATION

- **HRO Training** – 2016 –Connecticut Hospital Association
- **Just Culture** Training for Managers - May 2014
- **Lean Certificate** – May 2014
- **Villanova University**
  Six Sigma Green Belt Certificate – April 2014
- **UNIVERSITY OF HARTFORD,** Hartford, CT
  MSN (Adult Education) May 2010; BSN, May 2008
  (*GPA 4.0/4.0 was maintained throughout all BSN and MSN studies*)
- **ASSOCIATION OF PROFESSIONALS IN INFECTION CONTROL AND EPIDEMIOLOGY (APIC)**
  Epi: 101 Fundamentals of Infection Surveillance, Prevention and Control - completed November 6, 2008; Reviewed December 8; 2011
  EPI: 201 Beyond the Fundamentals- completed May 10, 2012
- **ALGONQUIN COLLEGE**
  Interior Design – Advanced (Honours), May 2000
- **ST. LAWRENCE COLLEGE,** Kingston, ON Canada
  Nursing Diploma, August 1988
- **QUEEN'S UNIVERSITY,** Kingston, ON Canada

Pre-Med Biology September 1984 - May 1985 Fine Arts 101 Summer Session 1984

PROFESSIONAL LICENSURE

- State of Connecticut Registered Nurse
- State of Vermont Registered Nurse
- State of New York Registered Nurse
- State of New Hampshire Registered Nurse

CERTIFICATION

- Certification in Psychiatric and Mental Health Nursing through American Nurses Credentialing Centre (ANCC) from 2005-2018 – Expired

MEMBERSHIPS & AFFILIATIONS

- ANA/CNA, APNA/APNA-NE
- American Psychiatric Nurses Association (New England Chapter) (Past President, Treasurer, Secretary)

SELECTED ACCOMPLISHMENTS

- Nightingale Nursing Scholarship Award Winner (2007)
- Awarded Part-Time Bachelors Honour Award in recognition of outstanding Academic Achievement (2008)
- Poster Presentation for Connecticut League for Nurses Leadership Convention (2008) *How Enhanced Medication Teaching Affects College Students Medication Knowledge*
- Session Presenter - at NEAPNA Conference, Middletown, CT (2010)
- Peer reviewer for JAPNA and for Perspectives in Psychiatric Care (2010 – present)
- Session Presenter - Society of Applied Anthropology International Convention, Baltimore MD (2012)
- Recipient of the Grayce Sills Distinguished Service Award for dedication, service and collaborative efforts on behalf of the New England American Psychiatric Association (2013)
- APNA New England Conference Chair for 2015, 2016, 2017
- Session Presenter - Society of Applied Anthropology International Convention, Pittsburgh, PA (2014)
- 3 Year Appointment to the University of Hartford Nursing Advisory Board - 2018
- Microsoft Suite, Epic, MediTech, Midas +, Health Stream, BlackBoard

RESEARCH INTERESTS

Change theory, stress reduction and self-care of nursing professionals, quality improvement as it relates to employee culture of change/cultural adaptation, holistic and alternative health modalities.

"Perfection is not attainable, but if we chase perfection, we can catch excellence." - Vince Lombardi
"The whole purpose of education is to turn mirrors into windows." - Sydney J. Harris

The Brattleboro Retreat

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Gaurav Chawla, MD	Chief Medical Officer	$17,500.00
Karl Jeffries, MD	Senior Medical Director	$15,000.00
Katharine Bak, MSN, RN-BC	Chief Nursing Officer	$10,000.00
Tracey Krasnow, MD	Unit Chief	$13,250.00
Alix Goldschmidt, LICSW	Director of Inpatient Social Work & Residential Services	$7,000.00
Peter Keenan	Clinical Manager, Child & Adolescent Services	$6,750.00
Diane Berard	Director of Clinical Assessment & Access to Care	$6,250.00
Elizabeth Wohl	Chief Compliance Officer Risk Manager	$11,250.00
Bonnie MacGregor, MSN, RN-BC	Director of Quality, Patient Safety, Regulatory Affairs and Infection Prevention	$7,800.00