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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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September 27, 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 contract with the vendor listed below in an amount not to exceed \$11,215,992 to provide behavioral health residential treatment services for children, youth and young adults to stabilize their behavioral health, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. The funding source is estimated as 51% General Funds and 49% Federal Funds, dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
St Ann's Home Methuen, MA (VC #234481)	In/near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$3,738,664	\$3,738,664	\$3,738,664	\$11,215,992
	Total:	\$3,738,664	\$3,738,664	\$3,738,664	\$11,215,992

Funds are available in the following accounts for State Fiscal Year 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the clients, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

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05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractor will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings and residential treatment programs outside of New England. The Contractor will support the Department's efforts to provide improved long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population to be served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire-setting behaviors, problematic sexual behaviors, highly aggressive behaviors, and past attempts of suicide or significant self-harm. Under a separate contract, an independent qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care.

The Contractor will provide varying residential treatment levels of care ranging from levels two through four, with four being the most intensive treatment. The Contractor will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;

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- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes the final one (1) contract in addition to nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (Item #14), five (5) contracts presented to the Governor and Executive Council on August 4, 2021 (Item #15), and one (1) contract presented to the Governor and Executive Council on September 15, 2021 (Item #32), for a total of sixteen (16) contracts

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) 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, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

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Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN#
2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

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

Respectfully submitted,

DocuSigned by:

Lori A. Weaver

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Lori A. Weaver

Associate Commissioner



New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1 Robert Rodier, Administrator for DCYF

2 Richard Sarette, Administrator for DCYF

3 Shawn Blakey, Program Specialist IV, CBH

4 Paige Morgan, Youth Voice

5 Tanja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewer's Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE Residential Treatment Services for Children's Behavioral Health			
PROJECT ID NUMBER RFP-2021-08H-12-RESO			
LEVEL OF CARE Level 3			
	Proposer Name	Option/Program	TOTAL SCORE
1	Dovereaux Foundation	Dovereaux Level 3 Intensive	74
2	Easter Seals	RJ Boys - intensive	85
3	Easter Seals	Lancaster - intensive	85
4	Easter Seals	Zachary - intensive	80
5	Easter Seals	RJ Krol - intensive	80
6	Home for Little Wanderers	Weyden	73
7	Mancor ABI (NeuroRestorative)	Mancor	58
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hall Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSB Rumney	84
11	Mount Prospect Academy, Inc.	Option A Summit Pym	84
12	Mount Prospect Academy, Inc.	Option C Cast Hampton	85
13	Mount Prospect Academy, Inc.	Option C Cast Pym	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campsom	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	RP	85
17	Spaulding Academy & Family Services	HBSP	85
18	Spaulding Academy & Family Services	MP	80
19	St. Ann's Home, Inc.	Option A	87
20	St. Ann's Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	83
22	Vermont Permanency Initiative, Inc.	Vermont	81
23	Whitney Academy Inc.	Option A	81

Recommends Name and Title

- 1 Amy Lambert, Program Specialist IV, CBH
- 2 Pauline Rowell, Program Specialist IV, CBH
- 3 Kathleen Tibbot, Program Specialist IV, CBH
- 4 Jessica Kessinger, Administrator, DCYF
- 5 Kyra Leonard, Administrator, Finance
- 6 Rebecca Lorton, Financial Reporting Adm.



New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anna Home, Inc.	Option B CBAT	81
6	St. Anna Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH

2 Adele Bauman, Administrator, CBH

3 Erica Ungarelli, Director for CBH

4 Rebecca Fredette, Administrator, DOE

5 Tanja Godfredsen, Business Administrator, Finance

6 Elizabeth Lafontaine, Administrator, Finance



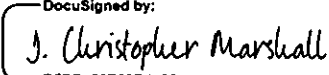
Subject: Residential Treatment Services for Children's Behavioral Health

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 St. Ann's Home, Inc.		1.4 Contractor Address 100A Haverhill Street, Methuen, MA 01844	
1.5 Contractor Phone Number (978) 682-5276 x:3175	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$11,215,992
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:  Date: 9/14/2021		1.12 Name and Title of Contractor Signatory Joe Cronin CEO	
1.13 State Agency Signature DocuSigned by:  Date: 9/28/2021		1.14 Name and Title of State Agency Signatory Katja 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:  On: 9/29/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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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, 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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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and 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.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to



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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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- 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.
 - 1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.
 - 1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.
 - 1.15.1.1.2.4. Developing a youth peer mentor model.
- 1.15.1.2. Family Voice and Engagement
 - 1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:
 - 1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.
 - 1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.
 - 1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
- 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
- 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
- 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
 - 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
 - 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
 - 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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- 1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

- 1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:
- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
 - 1.21.1.2. Cognitive Behavior Therapy
 - 1.21.1.3. Dialectic Behavior Therapy
 - 1.21.1.4. Motivational Interviewing
- 1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses, justify conclusions, and/or randomized control trials.
- 1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.
- 1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

- 1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.
- 1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.
- 1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.
- 1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.
- 1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.
- 1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				03 JC

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Reserved				
Level of Care 2, Intermediate Treatment	Youth & Young Adult Group Home	Methuen, MA Lawrence, MA	6	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Community Treatment Residence	Methuen, MA Lawrence, MA	9	Yes, with level 3 option A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	Community Treatment Residence	Methuen, MA Lawrence, MA	3	Yes, with level 3 option C
Reserved				
Level of Care 4; High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)	Community Based Acute Treatment (CBAT)	Methuen, MA	6	Yes, with level 4 option C ICBAT
Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)	Intensive Community Based Acute Treatment (ICBAT)	Methuen, MA	3	Yes, with level 4 option B CBAT
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs.

2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7)

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days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

- 2.6.2.1. Safe environment
- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention

2.6.3. Staffing

- 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual

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- and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8
 - 2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.
 - 2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.
 - 2.6.3.2.2. Medical Care
 - 2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.
 - 2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.
- 2.6.4. **Supported Visits**
 - 2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.
 - 2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.
- 2.6.5. **Educational Services**
 - 2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.
 - 2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
 - 2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational

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program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.6.6. **Transportation**
 - 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).

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- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

- 2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for

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individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

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- 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which

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shall be billed directly to
Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.
- 2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

- 2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain

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Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

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- 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

- 2.8.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access.
- 2.8.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.8.2.1. Highly structured treatment on a 24/7 basis,
 - 2.8.2.2. Structured and safe, therapeutic milieu environment,
 - 2.8.2.3. Medication Monitoring and management,
 - 2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.8.2.5. Concentrated individualized treatment protocol.

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- 2.8.2.6. Specialized assessment and treatment services.
- 2.8.2.7. Community Supports.
- 2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.8.2.9. Specialized social services.
- 2.8.2.10. Behavior management.
- 2.8.2.11. Recreation.
- 2.8.2.12. Clinical Services.
- 2.8.2.13. Family Services.
- 2.8.2.14. Vocational Training.
- 2.8.2.15. Medication Monitoring, as clinically indicated.
- 2.8.2.16. Crisis Intervention.
- 2.8.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.

2.8.3. Staffing

- 2.8.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.8.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.8.3.2.1. Direct Care Staff/Milieu:
 - 2.8.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.
 - 2.8.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.
 - 2.8.3.2.2. Clinical Services
 - 2.8.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

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- 2.8.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.
- 2.8.3.2.2.3. Clinical Ratio: 1:8
- 2.8.3.2.2.4. Family Therapist 1:8
- 2.8.3.2.2.5. Family Worker: 1:8
- 2.8.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8
- 2.8.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
- 2.8.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.8.3.2.3. Medical Care:
 - 2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.8.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.8.4. Supported Visits

- 2.8.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.
- 2.8.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

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2.8.5. Educational Services

- 2.8.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.8.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.8.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.8.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.8.5.4.1. Transitional Services.
 - 2.8.5.4.2. Vocational Services.
 - 2.8.5.4.3. Formal Education.
 - 2.8.5.4.4. Training Programs.
 - 2.8.5.4.5. Independent Living Skills.
- 2.8.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.8.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.8.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.8.6. Transportation

- 2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.8.6.1.1. Court Hearings.

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- 2.8.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.8.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.8.6.1.4. Recreation (clubs, sports, work).
- 2.8.6.1.5. Family and sibling visits.
- 2.8.6.1.6. Other as required by the individual's treatment plan.
- 2.8.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.8.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.8.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.8.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.8.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.8.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.8.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.8.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.8.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include

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bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.9. Reserved

2.10. Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)

2.10.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option B: Community-Based Acute Treatment (CBAT), to children, youth, and young adults experiencing acute symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

2.10.1.1. Support the rapid successful transition to the individuals home and community by:

2.10.1.1.1. Stabilizing and treating the acute symptoms,

2.10.1.1.2. Transitioning children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.10.1.1.3. Supporting a youth who likely would otherwise require acute psychiatric settings, and/or

2.10.1.1.4. Stabilizing a reduction of acuity in emotional or behavioral health functioning.

2.10.1.1.5. Helping the youth learn the skills and behaviors that will help the individual when they return to their homes, schools, and communities.

2.10.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short term stay based on need, in an intensive, acute residential unit, or community or hospital based, which provides:

2.10.2.1. High intensity clinical treatment services in a community-based setting similar to the intensity of an inpatient treatment program with frequency of treatment settings of two (2) to six (6) days a week for up to six (6) hours each day.

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- 2.10.2.2. Simulated everyday community living in a safe, therapeutic environment
- 2.10.2.3. Highly structured treatment on a 24/7 basis,
- 2.10.2.4. Structured and safe, therapeutic milieu environment,
- 2.10.2.5. Medication Monitoring and management,
- 2.10.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.10.2.7. Concentrated individualized treatment protocol.
- 2.10.2.8. Specialized assessment and treatment services.
- 2.10.2.9. Community Supports.
- 2.10.2.10. Access to public school education and/or an approved special education program on site or subcontracted
- 2.10.2.11. Specialized social services.
- 2.10.2.12. Behavior management.
- 2.10.2.13. Recreation.
- 2.10.2.14. Clinical Services.
- 2.10.2.15. Family Services.
- 2.10.2.16. Vocational Training.
- 2.10.2.17. Medication Monitoring, as clinically indicated.
- 2.10.2.18. Crisis Intervention.

2.10.3. Staffing

- 2.10.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.10.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.10.3.2.1. Direct Care Staff/Milieu:
 - 2.10.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.
 - 2.10.3.2.1.2. Awake overnight: 1:5 minimum 2 staff available for programs (however could float on campus or within building)
 - 2.10.3.2.2. Clinical Services

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- 2.10.3.2.2.1. access to clinical 24/7 may be telephonic or face to face depending on clinical need)
- 2.10.3.2.2.2. Clinical ratio: 1:6
- 2.10.3.2.2.3. Family Therapist 1:6
- 2.10.3.2.2.4. Family Worker: 1:8
- 2.10.3.2.2.5. Case Manager (may be the same position as Family Worker) 1:8
- 2.10.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
- 2.10.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10
- 2.10.3.2.3. Medical Care:
 - 2.10.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.
 - 2.10.3.2.3.2. Availability of prescriber/psychiatry on site.
 - 2.10.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.10.4. Supported Visits

- 2.10.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.
- 2.10.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.10.5. Educational Services

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- 2.10.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.10.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:
 - 2.10.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.
 - 2.10.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.
 - 2.10.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.
- 2.10.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.10.5.3.1. Transitional Services.
 - 2.10.5.3.2. Vocational Services.
 - 2.10.5.3.3. Formal Education.
 - 2.10.5.3.4. Training Programs.
 - 2.10.5.3.5. Independent Living Skills.
- 2.10.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.10.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.10.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.10.6. Transportation

- 2.10.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.10.6.1.1. Court Hearings.

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- 2.10.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.10.6.1.3. School transportation for what is not provided by an individual education plan (IEP).
- 2.10.6.1.4. Recreation (clubs, sports, work).
- 2.10.6.1.5. Family and sibling visits.
- 2.10.6.1.6. Other as required by the individual's treatment plan.
- 2.10.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.10.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.10.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.10.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.10.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.10.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.10.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.10.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.10.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include

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bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.11. Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)

2.11.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option C: Intensive Community-Based Acute Treatment (ICBAT) to individuals who are experiencing acute symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis, and who may be at risk for inpatient care without high intensity therapeutic treatment.

2.11.1.1. Support the rapid successful transition to the child, youths, or young adults home and community by:

2.11.1.1.1. Stabilizing and treating the acute symptoms,

2.11.1.1.2. Transitioning children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.11.1.1.3. Supporting a youth who likely would otherwise require acute psychiatric settings, and/or

2.11.1.1.4. Stabilizing a reduction of acuity in emotional or behavioral health functioning.

2.11.1.1.5. Helping the youth learn the skills and behaviors that will help the individual when they return to their homes, schools, and communities.

2.11.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, for as long as based on need, in an intensive, acute residential unit, or community or hospital based, which provides:

2.11.2.1. High intensity clinical treatment services in a community-based setting similar to the intensity of an inpatient treatment program with frequency of treatment settings of two (2) to six (6) days a week for up to six (6) hours each day.

2.11.2.2. Simulated everyday community living in a safe, therapeutic environment

2.11.2.3. Individual, group, and family therapy

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- 2.11.2.4. Educational Services
- 2.11.2.5. Frequent psychiatric evaluation
- 2.11.2.6. Medication Management
- 2.11.2.7. Other therapeutic distinctions
- 2.11.2.8. Highly structured treatment on a 24/7 basis,
- 2.11.2.9. Structured and safe, therapeutic milieu environment,
- 2.11.2.10. Medication Monitoring and management,
- 2.11.2.11. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.11.2.12. Concentrated individualized treatment protocol.
- 2.11.2.13. Specialized assessment and treatment services.
- 2.11.2.14. Community Supports.
- 2.11.2.15. Access to public school education and/or an approved special education program on site or subcontracted
- 2.11.2.16. Specialized social services.
- 2.11.2.17. Behavior management.
- 2.11.2.18. Recreation.
- 2.11.2.19. Clinical Services.
- 2.11.2.20. Family Services.
- 2.11.2.21. Vocational Training.
- 2.11.2.22. Frequent psychiatric evaluation and Medication Monitoring, as clinically indicated.
- 2.11.2.23. Crisis Intervention.

2.11.3. Staffing

- 2.11.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.11.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.11.3.2.1. Direct Care Staff/Milieu:
 - 2.11.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

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- 2.11.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.
- 2.11.3.2.2. Clinical Services
 - 2.11.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need.
 - 2.11.3.2.2.2. Clinical ratio: 1:6.
 - 2.11.3.2.2.3. Family Therapist 1:6.
 - 2.11.3.2.2.4. Family Worker: 1:8.
 - 2.11.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.
 - 2.11.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.11.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.
- 2.11.3.2.3. Medical Care:
 - 2.11.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.
 - 2.11.3.2.3.2. Availability of prescriber/psychiatry on site.
 - 2.11.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.11.4. Supported Visits

- 2.11.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming,

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inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.11.5. Educational Services

- 2.11.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.
- 2.11.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:
 - 2.11.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.
 - 2.11.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.
 - 2.11.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.
- 2.11.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.11.5.3.1. Transitional Services.
 - 2.11.5.3.2. Vocational Services.
 - 2.11.5.3.3. Formal Education.
 - 2.11.5.3.4. Training Programs.
 - 2.11.5.3.5. Independent Living Skills.
- 2.11.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.11.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.11.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.11.6. Transportation

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- 2.11.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.11.6.1.1. Court Hearings.
 - 2.11.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.11.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.11.6.1.4. Recreation (clubs, sports, work).
 - 2.11.6.1.5. Family and sibling visits.
 - 2.11.6.1.6. Other as required by the individual's treatment plan.
- 2.11.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.11.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.11.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.11.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.11.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.11.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.11.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.11.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.11.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry



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standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.12. Reserved

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Youth & Young Adult Group Home

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation

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Clinical Ratio	1:10	1:10 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liason
Family Therapist	Not required	1:10
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	See family resource liaison
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client needs	RN
Psychiatrist	Not required	.05
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Family Resource Liaison	Not required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.4.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.1.2.3. Gender Identity;
- 3.4.1.2.4. Aggressive behavior;

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- 3.4.1.2.5. Episodes Moderate Self-Injurious Behaviors;
3.4.1.2.6. Fire Setting
3.4.1.2.7. Problematic Sexual Behavior

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Community Treatment Residence

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	1:8 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:8	1:8 (shared as Residential Therapists)
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	RN

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Psychiatrist	Availability of prescriber or psychiatry on site	.08 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4
Occupational Therapist	Not Required	.45 FTE
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.5.1.2.3. Gender Identity;
- 3.5.1.2.4. Aggressive behavior;
- 3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.6. Fire Setting
- 3.5.1.2.7. Problematic Sexual Behavior

3.6. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.6.1. Diagnostic Assessment Program

3.6.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation



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Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:3
Clinical Ratio	1:8	1:8 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:8	1:8 (shared as Residential Therapists)
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	Nursing .19 FTE
Psychiatrist	Availability of prescriber or psychiatry on site	.15 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not Allocated
Family Resource Liaison	Not Required	1:8
Occupational Therapist	Not Required	.45 FTE
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.6.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.6.1.2.3. Gender Identity;
- 3.6.1.2.4. Aggressive behavior;
- 3.6.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.6.1.2.6. Fire Setting
- 3.6.1.2.7. Problematic Sexual Behavior

3.7. **Reserved**

3.8. **Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)**

3.8.1. **Community Based Acute Treatment (CBAT)**

3.8.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:3
Direct Care 2nd shift	Milieu 1:2	1:3
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:6
Clinical Ratio	1:6	1:6 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:6	1:6 (shared as Residential Therapists)
Transportation	Not Required	Not allocated

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Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	RNs
Psychiatrist	Availability of prescriber or psychiatry on site	.16 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.8.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.8.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.8.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.8.1.2.3. Gender Identity;
- 3.8.1.2.4. Aggressive behavior;
- 3.8.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.8.1.2.6. Fire Setting
- 3.8.1.2.7. Problematic Sexual Behavior

3.9. **Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)**

3.9.1. **Intensive Community Based Acute Treatment (ICBAT)**

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3.9.1.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	No Variation
Direct Care 2nd shift	Milieu 1:2	No Variation
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:6
Clinical Ratio	1:6	1:4 (Residential Therapist shared)
Family Worker	1:8	Family Resource Liaison
Family Therapist	1:6	1:4 (Residential Therapist shared)
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10	No variation
Nursing Staff	Available, and shall be onsite regularly	RNs
Psychiatrist	Availability of prescriber or psychiatry on site	.21 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4

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	* Not required indicates that a specific position/personnel was not required or as a ratio	
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3.9.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.9.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.9.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.9.1.2.3. Neurobehavioral needs;
- 3.9.1.2.4. Aggressive behavior;
- 3.9.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.9.1.2.6. Fire Setting
- 3.9.1.2.7. Problematic Sexual Behavior

3.10. Reserved

4. Exhibits Incorporated

4.1. 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.

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

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

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

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Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations

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Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

- 6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

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Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

- 6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of

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individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.

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- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

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- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what

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individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. 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.

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

7.2.1. 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.

7.3. Credits and Copyright Ownership

7.3.1. 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."

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

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

7.3.3.1. Brochures.

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EXHIBIT B**

- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidelines.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. 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.
 - 8.1.4. Medical records on each individual of services.

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- 8.2. 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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EXHIBIT C**



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - Group Home Level 2	
Residential for eligible youth per day	\$373.36
Program - Community Treatment Residence	
Residential for IEP eligible youth per day	\$478.45
Residential Non-IEP eligible youth per day	\$478.45
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day	\$528.54
Residential Non-IEP eligible youth per day	\$528.54
Program - ICBAT	
Residential for IEP eligible youth per day	\$694.32
Residential Non-IEP eligible youth per day	\$694.32
Program - CBAT	
Residential for IEP eligible youth per day	\$571.62
Residential Non-IEP eligible youth per day	\$571.62

- 4.1.2. Medicaid eligible services provided shall not be duplicate billed, therefore, medicaid eligible services included in the rates in the table listed under section 4.1.1 shall not be billed seperately.
- 4.1.3. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusetts's Operational Services Division (OSD).
- 4.1.4. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

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- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation 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
 - 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$11,215,992.00
 - 4.5.2. SFY 22: \$3,738,664.00
 - 4.5.3. SFY 23: \$3,738,664.00
 - 4.5.4. SFY 24: \$3,738,664.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).

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Residential Treatment Services for Children's Behavioral Health
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6. 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.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. 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.
 - 7.3. 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.
 - 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 7.5. 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.

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

00100ED31F00413

Name: Joe Cronin

Title: CEO



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

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS
JC

Date 9/14/2021

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

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

PRIMARY COVERED TRANSACTIONS

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

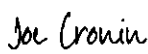
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9/14/2021

Date

DocuSigned by:

 Name: Joe Cronin
 Title: CEO

Contractor Initials

DS


9/14/2021
 Date

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



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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

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

Contractor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO

Exhibit G

Contractor Initials

DS
JC

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

9/14/2021
 Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials

9/14/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

3/2014

Contractor Initials scDate 9/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials NC

9/14/2021
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials NCDate 9/14/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

The State by:

Katja Fox

000000004003442...

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

9/28/2021

Date

St. Ann's Home, Inc.

Name of the Contractor

Joe Cronin

0010000031PC0018...

Signature of Authorized Representative

Joe Cronin

Name of Authorized Representative

CEO

Title of Authorized Representative

9/14/2021

Date

DS
NC



**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:

9/14/2021

Date

DocuSigned by:

Joe Cronin

Name: Joe Cronin

Title: CEO

Contractor Initials

DS
JC

9/14/2021
Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

073813347

1. The DUNS number for your entity is: 073813347
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X	NO	YES
---	----	-----

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



**Department of
Early Education and Care**



The Commonwealth of Massachusetts

Samantha L. Aigner-Treworgy, Commissioner

June 23, 2021

To Whom It May Concern:

The Department of Early Education and Care is the state agency empowered to license and regulate all residential, foster and adoption placement programs and agencies in the Commonwealth of Massachusetts. According to the Department's records: St Ann's Home, Inc. is licensed and authorized to provide residential placement services, pursuant to Massachusetts General Laws, Chapter 28A, Section 4. This letter applies to the following programs:

St Ann's Home - Broadway Group Home Program -- Located at 285 Broadway. Methuen, MA 01844

St Ann's Home 595 Haverhill St Group Home located at 595b Haverhill St Lawrence, MA 01843

St Ann's Home- Main Residence located at 100A Haverhill St Methuen MA 01844.

St Ann's Home Edwards Ave Group Home located at 7 Edwards Ave Methuen, MA 01844

St Ann's Home Roseland St Group Home located at 17 Roseland St Methuen, MA 01844

St Ann's Home-98 Haverhill St Group Home located at 98 Haverhill St Methuen, MA 01844

St Ann's Home- Williams Center CBAT Program located at 18 Avon Ave Methuen, MA 01844

As of 06/23/2021, the programs listed above are considered in good standing. This means that the program has a current license and has no current regulatory non-compliance issues and are not currently under any legal order.

Richard Mucci

Residential and Placement Licensors- cell 978-965-0488

Corporations Division

Business Entity Summary

ID Number: 042104866

[Request certificate](#)[New search](#)

Summary for: ST. ANN'S HOME, INC.

The exact name of the Nonprofit Corporation: ST. ANN'S HOME, INC.			
The name was changed from: ST. ANN'S ORPHANAGE AND HOME on 05-21-1985			
Entity type: Nonprofit Corporation			
Identification Number: 042104866			
Date of Organization in Massachusetts: 02-21-1955			
Last date certain:			
Current Fiscal Month/Day: /		Previous Fiscal Month/Day: 01/31	
The location of the Principal Office in Massachusetts:			
Address: 100A HAVERHILL ST.			
City or town, State, Zip code, METHUEN, MA 01844 USA			
Country:			
The name and address of the Resident Agent:			
Name:			
Address:			
City or town, State, Zip code,			
Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	JOSEPH CRONIN	16 RIVER EDGE PLACE METHUEN, MA 01844 USA	
TREASURER	J. BRYAN HEHIR	HAUSER CENTER, 79 JFK STREET CAMBRIDGE, MA 02138 USA	
CLERK	MARILYN ANDREWS	83 CLEVELAND ST. MALDEN, MA 02148 USA	
DIRECTOR	JOSEPH CRONIN	100-A HAVERHILL ST. METHUEN, MA 01844 USA	
DIRECTOR	MS.STEPHANIE AZNOIAN	216 GREENWOOD RD. ANDOVER, MA 01810 USA	
DIRECTOR	PETER QUINLAN	33 PASHO ST. ANDOVER, MA 01810 USA	
DIRECTOR	J. BRYAN HEHIR	HAUSER CENTER, 79 JFK STREET CAMBRIDGE, MA 02138 USA	
DIRECTOR	STEVEN ROSENBERG	56 WILLIAM STREET ANDOVER, MA 01810 USA	
DIRECTOR	CHRISTOPHER CASEY	22 PLYMOUTH ST. METHUEN, MA	

		01844 USA	
DIRECTOR	RON DESJARDINS	2 CHRISTOPHER LANE DERRY, NH 03038 USA	
DIRECTOR	RICHARD DEYERMOND	20 MILL STREAM DR. ATKINSON, NH 03819 USA	
DIRECTOR	JAMES MACMILLAN JR.	P.O. BOX 2516 NORTH CONWAY, NH 03860 USA	
DIRECTOR	MARILYN ANDREWS	83 CLEVELAND ST. MALDEN, MA 02148 USA	

☐

Consent

☐Confidential
Data☐Merger
Allowed☐

Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

ALL FILINGS
Annual Report
Application For Revival
Articles of Amendment
Articles of Consolidation - Foreign and Domestic



View filings

Comments or notes associated with this business entity:

New search

CERTIFICATE OF AUTHORITY

I, Marilyn Andrews, 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 St. Ann's Home, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 31, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Joseph Cronin, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of St. Ann's Home, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 9/17/2021

Marilyn Andrews
Signature of Elected Officer
Name: Marilyn Andrews
Title: Clerk/Secretary

LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2021

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		CONTACT NAME:	
Roman Catholic Archdiocese of Boston		PHONE (A/C, No, Ext): 617-746-5742	
66 Brooks Drive		FAX (A/C, No): 617-779-4572	
Braintree, MA 02184		E-MAIL ADDRESS: ormadmin@rcab.org	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Fides Insurance Group	
		INSURER B: National Catholic Risk Retention Group	
		INSURER C: Massachusetts Catholic Self Insurance Group	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			Fides 21-002 \$250,000	07/01/21	07/01/22	EACH OCCURRENCE \$ 1,000,000.
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			RRG 10358-24 \$750,000			DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Sexual Misconduct						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Professional HealthCareLiab						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Certificate of Approval Commonwealth of Massachusetts 3000001012021	03/31/21	03/31/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance for St Ann's Home. Coverage includes Professional HealthCare Liability and Sexual Misconduct Liability.

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Amanda Taillon 

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MISSION STATEMENT

The mission of St. Ann's Home & School is to provide a continuum of assessment, treatment, educational, and community-based services for children, adolescents, and young adults who present with a variety of mental health, emotional, and educational challenges. We seek to provide state-of-the-art programming and services in collaboration with these clients, their families, and other community and state agencies to help them manage challenges through our residential, day school, and community outreach programs with the goal of supporting the child in the least restrictive setting."

ST. ANN'S HOME, INC.

Financial Statements

Year ended June 30, 2020

ST. ANN'S HOME, INC.

Financial Statements
Year ended June 30, 2020

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
St. Ann's Home, Inc.
Methuen, Massachusetts

Report on the Financial Statements

We have audited the accompanying financial statements of St. Ann's Home, Inc. (a Massachusetts nonprofit corporation) (the "Organization"), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

INDEPENDENT AUDITOR'S REPORT

(continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 12, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

December 7, 2020

ST. ANN'S HOME, INC.**Statement of Financial Position**

June 30, 2020

(with comparative totals for 2019)

	2020	2019
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 10,676,540	\$ 8,283,006
Accounts receivable, net of allowance for doubtful accounts	3,491,443	2,520,739
Investments, current portion	4,601,962	2,100,394
Prepaid expenses	29,927	48,372
Total current assets	18,799,872	12,952,511
PROPERTY, PLANT AND EQUIPMENT, net of accumulated depreciation	16,422,776	17,021,469
OTHER ASSETS		
Investments, net of current portion	2,124,717	4,188,789
Total assets	\$ 37,347,365	\$ 34,162,769
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 308,775	\$ 450,973
Accrued expenses	1,796,550	1,454,819
Deferred revenue	177,542	147,001
Custodial funds held in trust	64,020	40,098
Capital lease obligation, current portion	23,530	-
Current portion of long-term debt	330,508	312,412
Total current liabilities	2,700,925	2,405,303
LONG-TERM LIABILITIES		
Long-term debt, net of current portion and unamortized deferred loan costs	7,610,744	7,930,761
Capital lease obligation, net of current portion	68,482	-
Other long-term liability	177,540	177,540
Liability under interest rate swap agreement	551,671	364,712
Total liabilities	11,109,362	10,878,316
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Without donor restrictions	25,890,758	22,941,907
With donor restrictions	347,245	342,546
Total net assets	26,238,003	23,284,453
Total liabilities and net assets	\$ 37,347,365	\$ 34,162,769

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

ST. ANN'S HOME, INC.**Statement of Activities**

Year ended June 30, 2020

(with comparative totals for 2019)

	2020		2019	
	Without Donor Restrictions	With Donor Restrictions	Total	Total
REVENUE, SUPPORT AND GAINS				
Program service fees	\$ 31,209,093	\$ -	\$ 31,209,093	\$ 28,676,021
Grants	236,285	-	236,285	70,725
Contributions	87,594	122,500	210,094	192,746
Investment income, net	17,476	(5,445)	12,031	162,212
United Way of Massachusetts Bay	11,000	-	11,000	11,817
Other income	402,611	-	402,611	175,354
Net assets released from restrictions	112,356	(112,356)	-	-
Total revenue, support and gains	32,076,415	4,699	32,081,114	29,288,875
EXPENSES				
Program Services				
Residential	22,550,218	-	22,550,218	21,229,112
Day	3,429,841	-	3,429,841	3,553,302
Outreach	870,888	-	870,888	927,799
Total program services	26,850,947	-	26,850,947	25,710,213
Supporting Services				
Management and General	1,957,055	-	1,957,055	1,597,832
Development	126,735	-	126,735	125,493
Total supporting services	2,083,790	-	2,083,790	1,723,325
Total expenses	28,934,737	-	28,934,737	27,433,538
CHANGE IN NET ASSETS FROM OPERATIONS	3,141,678	4,699	3,146,377	1,855,337
OTHER CHANGES				
Loss on disposal of property, plant, and equipment	(5,868)	-	(5,868)	(4,678)
Loss on interest rate swap agreement	(186,959)	-	(186,959)	(189,641)
CHANGE IN NET ASSETS	2,948,851	4,699	2,953,550	1,661,018
NET ASSETS, beginning of year	22,941,907	342,546	23,284,453	21,623,435
NET ASSETS, end of year	\$ 25,890,758	\$ 347,245	\$ 26,238,003	\$ 23,284,453

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

ST. ANN'S HOME, INC.**Statement of Functional Expenses**

Year ended June 30, 2020

(with comparative totals for 2019)

	2020					
	Employee Compensation and Related	Occupancy	Other Program/Operating Expenses	Administrative	Depreciation	Total
Residential	\$ 18,792,941	\$ 1,315,615	\$ 1,321,458	\$ 244,154	\$ 876,050	\$ 22,550,218
Day	2,714,238	246,910	216,923	75,255	176,517	3,429,841
Outreach	820,664	10,948	23,476	15,800	-	870,888
Total Program Services	22,327,841	1,573,473	1,561,857	335,209	1,052,567	26,850,947
Management and General	1,246,495	35,265	30,082	615,765	29,448	1,957,055
Development	119,884	865	-	5,270	716	126,735
Total Supporting Services	1,366,379	36,130	30,082	621,035	30,164	2,083,790
Total expenses - 2020	\$ 23,694,220	\$ 1,609,603	\$ 1,591,939	\$ 956,244	\$ 1,082,731	\$ 28,934,737
Total expenses - 2019	\$ 22,243,648	\$ 1,817,847	\$ 1,553,314	\$ 770,250	\$ 1,048,479	\$ 27,433,538

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

ST. ANN'S HOME, INC.**Statement of Cash Flows**

Year ended June 30, 2020

(with comparative totals for 2019)

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 2,953,550	\$ 1,661,018
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation	1,082,731	1,048,479
Amortization of deferred loan costs	9,409	10,426
Net realized and unrealized losses (gains) on investments	117,979	(66,376)
Loss on interest rate swap agreement	186,959	189,641
Loss on disposal of property, plant and equipment	5,868	4,678
(Increase) decrease in asset accounts		
Accounts receivable	(970,704)	349,670
Prepaid expenses	18,445	(10,355)
Increase (decrease) in liability accounts		
Accounts payable	(142,198)	188,264
Accrued expenses	341,731	582,845
Deferred revenue	30,541	53,427
Custodial funds held in trust	23,922	11,921
Other long-term liability	-	(7,430)
Net cash provided by (used in) operating activities	3,658,233	4,016,208
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(390,959)	(434,783)
Purchase of investments	(1,051,510)	(935,684)
Proceeds from sale of investments	496,035	331,188
Net cash provided by (used in) investing activities	(946,434)	(1,039,279)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(311,330)	(294,409)
Principal payments on capital lease obligation	(6,935)	-
Net cash provided by (used in) financing activities	(318,265)	(294,409)
Net increase (decrease) in cash, cash equivalents, and restricted cash	2,393,534	2,682,520
Cash, cash equivalents, and restricted cash, beginning of year	8,283,006	5,600,486
Cash, cash equivalents, and restricted cash, end of year	\$ 10,676,540	\$ 8,283,006
SUPPLEMENTARY DISCLOSURES		
Cash paid for interest	\$ 313,196	\$ 327,916

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

ST. ANN'S HOME, INC.

Notes to Financial Statements

June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

St. Ann's Home, Inc. (the "Organization" or "St. Ann's") is a private, nonprofit organization, whose sole corporate member is Catholic Social Services, Inc., which is a nonprofit corporation under the auspices of the Roman Catholic Archbishop of Boston, A Corporation Sole ("RCAB"). The Organization operates a residential treatment center and special education school for emotionally disturbed children, community-based group homes, and other significant community-oriented programs. St. Ann's primarily serves communities in the Greater Lawrence area and maintains its main campus in Methuen, MA.

Basis of Accounting

The Organization's financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Change in Accounting Principles

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU provides the framework for recognizing revenue and is intended to improve comparability of revenue recognition practices across for-profit and not-for-profit entities. This ASU is effective for years beginning after December 15, 2018 and has been applied by the Organization on a retrospective basis.

In August 2016, FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. This ASU provides guidance related to the reporting of restricted cash on the Statement of Cash Flows. This ASU is effective for years beginning after December 15, 2018 and has been retrospectively applied by the Organization.

In June 2018, FASB issued ASU 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This ASU is intended to clarify and improve the accounting guidance for contributions received and contributions made. The guidance includes clarification regarding accounting for grants and contracts as exchange transactions or contributions as well as guidance to better distinguish between conditional and unconditional contributions. This ASU is effective for years beginning after December 15, 2018 and has been applied by the Organization on a modified prospective basis.

The adoption of these ASUs did not have a material effect on the Organization's financial statements.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash, Cash Equivalents and Restricted Cash

Cash, cash equivalents and restricted cash include operating cash accounts, money market funds, custodial funds held in trust, and highly liquid debt instruments with a maturity of three months or less that are not held in the Organization's investment portfolio.

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Accounts Receivable***

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that remain outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. As of June 30, 2020 and 2019, the Organization had recorded an allowance for doubtful accounts of \$40,000.

Investments

In accordance with GAAP, investments in equity securities with readily determinable fair values and all investments in debt securities are reported at market value in the Statement of Financial Position. Realized and unrealized gains and losses are included in the change in net assets on the Statement of Activities.

Property, Plant, Equipment and Depreciation

Property, plant and equipment are recorded at cost if purchased or at estimated fair market value if donated. Expenditures for major renewals and improvements are capitalized and maintenance and repairs are expensed as incurred.

Depreciation of property, plant and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

	Lives in Years
Buildings	11-27.5
Building improvements	20
Motor vehicles	3-5
Furniture and equipment	3-10

Custodial Funds Held in Trust

The Organization acts as a fiduciary with respect to certain personal funds it receives on behalf of individuals. Since the funds are not the property of the Organization, they are reported in the Statement of Financial Position as an asset with an offsetting liability. The funds held under this arrangement at June 30, 2020 and 2019 totaled \$64,020 and \$40,098, respectively.

Deferred Loan Costs

In accordance with GAAP, the Organization presents deferred loan costs related to a recognized debt obligation as a direct reduction of the carrying amount of the related debt on the Statement of Financial Position. Additionally, amortization of the debt issuance costs is reported as interest expense.

Accounting for Derivative Instruments and Hedging Activities

Under GAAP, the Organization is required to measure every derivative instrument (including certain derivative instruments embedded in other contracts) at fair value and record them on the Statement of Financial Position as either an asset or a liability. Changes in the fair value of derivative instruments are included in the change in net assets on the Statement of Activities.

The Organization has entered into an interest rate swap agreement to reduce the impact and risk associated with the variable rate in its debt agreement (see Note 9).

ST. ANN'S HOME, INC.**Notes to Financial Statements
June 30, 2020****1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)*****Accounting for Derivative Instruments and Hedging Activities (continued)***

The interest rate swap agreement, which is a derivative instrument, is a contract to exchange a variable rate for a fixed rate of interest payments over the life of the agreement.

Fair values of interest rate derivatives are based on pricing models using prevailing market information as of June 30, 2020 and have been computed by the bank holding the interest rate swap agreement (see Note 9).

Net Assets

Net assets, revenue, support, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Consist of net assets available for use in general operations that are not subject to donor-imposed restrictions. As of June 30, 2020, the Board of Trustees had designated certain net assets without donor restrictions totaling \$1,883,616 for long-term investment.

Net Assets With Donor Restrictions – Consist of net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or the expending of the net assets for particular purposes as specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the principal is to be maintained in perpetuity (donor-restricted endowment) and only the income from such net assets may be expended as specified by the donor or in accordance with the applicable Massachusetts law. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released to net assets without donor restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Net assets with donor restrictions are restricted for the following purposes at June 30, 2020:

Endowment:

Subject to Organization's spending policy and appropriation

Investments (including original donor gifts of \$48,020 to be
maintained in perpetuity)

\$241,101

Total endowment

241,101

Subject to expenditure for specified purposes:

Program activities / Acquisition of property & equipment

106,144

Total subject to expenditure for specified purposes

106,144

Total net assets with donor restrictions

\$347,245

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or occurrence of the passage of time or other events specified by the donors as follows during the year ended June 30, 2020:

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Net Assets (continued)***

Satisfaction of purpose restrictions:

Program activities	\$ 77,056
Acquisition of property & equipment	35,300
Total net assets released from restrictions	<u>\$112,356</u>

Revenue Recognition and Surplus Revenue Retention

Clients of the Organization are supported by government agencies within Massachusetts, out-of-state government agencies and private payors. Therefore, the Organization is subject to the regulations and rate formulas of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division ("OSD"). Revenue is recorded at the Organization's rate of reimbursement as certified by OSD. Program service fees are recognized during the year in which the related services are provided to clients. Program service fees received in advance of the delivery of services are recorded as deferred revenue.

Under the applicable Commonwealth of Massachusetts regulation, the Organization may not retain an annual surplus in excess of 20% of its Commonwealth of Massachusetts program service fees. A surplus in excess of the annual 20% limit is subject to recoupment or may be used to reduce future Commonwealth of Massachusetts program service fees by the Commonwealth of Massachusetts. During the year ended June 30, 2020, the Organization did not have an annual surplus related to its Commonwealth of Massachusetts program service fees in excess of the 20% limit allowed under the applicable regulation. Non-Commonwealth of Massachusetts revenues are not subject to the regulation but may be subject to other regulatory or contractual limitations.

Contributions

Contributions are recognized at the earlier of when received or when a donor declares an unconditional promise to give cash or other assets to the Organization. Conditional promises to give, that is, those with a measurable performance or other barriers to be overcome before the Organization is entitled to the assets transferred or promised, and a right of return or release, are not recognized as contributions revenue until the conditions have been substantially met or waived.

Donated Materials and Services

Donated materials are recorded at the fair market value on the date the materials are unconditionally promised to the Organization. Donated services are recorded at fair market value on the date the services are provided if the services create or enhance nonfinancial assets or the services are provided by persons possessing certain skills that would typically need to be purchased if not provided by donation.

Advertising

The Organization expenses advertising costs as incurred. Advertising expense totaled \$911 and \$1,700 for the years ended June 30, 2020 and 2019, respectively.

Functional Allocation of Expenses

The costs of programs and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

ST. ANN'S HOME, INC.

Notes to Financial Statements
June 30, 2020

1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)***Functional Allocation of Expenses (continued)***

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated include employee compensation and related (consisting of salaries, payroll taxes and benefits), occupancy, various other program and administrative costs, and depreciation. These expenses have been allocated on the basis of estimated time and effort, square footage as well as other reasonable allocation methods.

Tax Status

The Organization qualifies under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal and state income taxes.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2017.

Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Subsequent Events

The Organization evaluated events that occurred after June 30, 2020, the date of the Statement of Financial Position, but before the date the financial statements were available to be issued, December 7, 2020, for potential recognition or disclosure in the financial statements. The Organization did not identify any subsequent events that had a material effect on the accompanying financial statements.

2 - LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities of its programs as well as the conduct of services undertaken to support those activities to be general expenditures.

At June 30, 2020, financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date consist of the following:

Cash and cash equivalents (net of donor-restricted contributions of \$106,144 and custodial funds of \$64,020)	\$ 10,506,376
Accounts receivable, net of allowance for doubtful accounts	3,491,443
Investments (current portion) without donor restrictions	4,601,962
Total financial assets available within one year	\$18,599,781

ST. ANN'S HOME, INC.

Notes to Financial Statements

June 30, 2020

2 - LIQUIDITY AND AVAILABILITY (continued)

In addition, at June 30, 2020, the Organization held long-term investments consisting of Board-designated endowment investments totaling \$1,883,616. Although the Organization does not intend to spend from these investments, other than amounts appropriated for general expenditure as part of its annual budget approval process, those investments can be made available for general expenditure if necessary.

Additionally, the Organization also has a line of credit (see Note 6) that allows for additional borrowings of up to \$1,000,000 for working capital purposes. There were no amounts drawn under this arrangement at June 30, 2020.

3- FAIR VALUE MEASUREMENTS AND INVESTMENTS

The Organization applies the provisions of GAAP for fair value measurements of financial assets and financial liabilities, and for fair value measurements of non-financial items that are recognized and disclosed at fair value in the financial statements on a recurring basis. These provisions define fair value as the price that would be received in selling an asset or paid in transferring a liability in an orderly transaction between market participants at the measurement date. The provisions also establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements), a lower priority to significant other observable inputs (Level 2 measurements), and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under these provisions are described below:

Basis of Fair Value Measurement

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Exchange-traded funds and equity securities are valued at quoted market prices, which represent the fair market value of shares held by the Organization at year end.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability. In addition, consideration is given to discounted cash flow analysis on expected cash flows, the period to maturity as well as observable Floating Rate Indices.

Fair value of the liability under interest rate swap agreement is based on pricing models using prevailing market information as of the determination date and has been computed by the financial institution holding the interest rate swap contract.

ST. ANN'S HOME, INC.**Notes to Financial Statements**
June 30, 2020**3 – FAIR VALUE MEASUREMENTS AND INVESTMENTS (continued)****Basis of Fair Value Measurement (continued)**

The fair value of the certificate of deposit equals the total deposit, plus interest credited.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value of RCAB Revolving Loan Fund and Certificate of Deposit investments equal the total deposits, plus interest credited, less any withdrawals.

The asset or liability's measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables present assets and liabilities that are measured at fair value on a recurring basis at June 30, 2020 and 2019:

	Total 2020	Level 1	Level 2	Level 3
Assets:				
Equities	\$1,597,440	\$1,597,440	\$ -	\$ -
Exchange-traded funds	128,968	128,968	-	-
Money market funds	398,309	398,309	-	-
Certificate of deposit	256,392	-	256,392	-
RCAB Revolving Loan Fund	2,227,691	-	-	2,227,691
RCAB Certificate of Deposit	2,117,879	-	-	2,117,879
	\$6,726,679	\$2,124,717	\$ 256,392	\$4,345,570

Liabilities:				
Liability under interest rate swap agreement	\$ 551,671	\$ -	\$ 551,671	\$ -

	Total 2019	Level 1	Level 2	Level 3
Assets:				
Equities	\$1,920,718	\$1,920,718	\$ -	\$ -
Exchange-traded funds	128,998	128,998	-	-
Money market funds	67,923	67,923	-	-
Certificate of deposit	250,745	-	250,745	-
RCAB Revolving Loan Fund	1,849,649	-	-	1,849,649
RCAB Certificate of Deposit	2,071,150	-	-	2,071,150
	\$6,289,183	\$2,117,639	\$250,745	\$3,920,799

ST. ANN'S HOME, INC.**Notes to Financial Statements**
June 30, 2020**3 – FAIR VALUE MEASUREMENTS AND INVESTMENTS (continued)**

	Total 2019	Level 1	Level 2	Level 3
Liabilities:				
Liability under interest rate swap agreement	\$ 364,712	\$ -	\$ 364,712	\$ -

The following summarizes the Organization's Level 3 reconciliation for the RCAB Revolving Loan Fund and RCAB Certificate of Deposit for the years ended June 30, 2020 and 2019:

	2020	2019
Beginning balance	\$3,920,799	\$3,674,565
Purchases	362,937	196,870
Interest	61,834	49,364
Ending balance	\$4,345,570	\$3,920,799

4 – ENDOWMENT FUNDS

The Organization follows the provisions of GAAP regarding the net asset classification of funds subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act. These provisions provide guidance on the net asset classification of donor-restricted endowment funds for not-for-profit organizations that are subject to enacted versions of the *Uniform Prudent Management of Institutional Funds Act of 2006* ("UPMIFA") and also require disclosures about an organization's donor-restricted and board-designated endowment funds.

Interpretation of Relevant Law Regarding Net Asset Classification and Appropriation

Based on the Massachusetts Uniform Prudent Management of Institutional Funds Act ("MA UPMIFA"), management has interpreted relevant Massachusetts law as requiring the preservation of the fair value of the original gift as of the gift date ("historical dollar value") of the donor-restricted endowment funds absent explicit donor stipulations to the contrary.

As a result of this interpretation, the Organization retains in perpetuity (a) the original value of initial and subsequent gift amounts donated to the endowment and (b) any accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by Massachusetts law. The Organization considers the following factors, in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. the duration and preservation of the endowment fund;
2. the purposes of the Organization and the donor-restricted endowment fund;
3. general economic conditions;
4. the possible effect of inflation or deflation;
5. the expected total return from income and the appreciation of investments;
6. other resources of the Organization; and
7. the investment policy of the Organization.

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

4 – ENDOWMENT FUNDS (continued)***Funds with Deficiencies***

From time to time, certain donor-restricted endowment funds may have fair values less than the amount required to be maintained by donors or by Massachusetts law (underwater endowments). The Organization has interpreted Massachusetts law to permit spending from underwater endowments in accordance with prudent measures required under the law. In accordance with GAAP, deficiencies of this nature are to be reported in net assets with donor restrictions. There were no such deficiencies as of June 30, 2020.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs and activities supported by its endowment, while also maintaining the purchasing power of those endowment assets over the long-term. Under this approach, the endowment assets are invested in a manner that is intended to produce results that equal or exceed relevant benchmarks while assuming a moderate level of investment risk. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation strategy with a mix of equity-based and fixed-income investments to achieve its long-term return objectives within the guidelines of its investment policy and prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

In an attempt to grow its endowment, the Organization has temporarily established a policy of not appropriating for distribution any of its endowment funds (including those endowments deemed to be underwater, if any). In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, some of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

The Organization expects the current deferral of spending of its endowment funds to increase the value of its endowment funds such that the funds can provide a more predictable stream of income to the Organization, consistent with its objective of maintaining the purchasing power of the endowment assets as well as providing additional real growth through investment return.

The Organization's endowment by net asset class consisted of the following at June 30, 2020:

	Without Donor Restrictions	With Donor Restrictions	Total
Board designated endowment funds	\$1,883,616	\$ -	\$1,883,616
Donor-restricted endowment funds			
Original donor-restricted gift			
amount and amounts required to			
be maintained in perpetuity by donor	-	48,020	48,020
Accumulated investment gains	-	193,081	193,081
Total	\$1,883,616	\$241,101	\$2,124,717

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

4 – ENDOWMENT FUNDS (continued)

The following is a reconciliation of the beginning and ending balance of the Organization's endowment in total and by net asset class for the year ended June 30, 2020:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment, beginning of year	\$1,871,093	\$246,546	\$2,117,639
Investment return:			
Investment income	63,598	8,380	71,978
Net realized and unrealized losses	(104,243)	(13,736)	(117,979)
Total investment return (loss)	(40,645)	(5,356)	(46,001)
Contributions	53,846	-	53,846
Fees	(678)	(89)	(767)
Endowment, end of year	\$1,883,616	\$241,101	\$2,124,717

5 – PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following at June 30:

	2020	2019
Buildings	\$21,363,328	\$21,363,328
Land	1,186,697	1,186,697
Building improvements	5,227,989	5,081,179
Motor vehicles	434,519	396,839
Furniture and equipment	1,347,834	1,177,249
Construction-in-progress	-	42,636
	29,560,367	29,247,928
Less accumulated depreciation	13,137,591	12,226,459
	\$16,422,776	\$17,021,469

Depreciation expense totaled \$1,082,731 and \$1,048,479 for the years ended June 30, 2020 and 2019, respectively.

6 – LINE OF CREDIT

The Organization has a revolving line of credit agreement ("Revolving Line") with a bank. The Revolving Line allows the Organization to borrow up to \$1,000,000, payable on demand with interest at the bank's prime rate (3.25% and 5.50% at June 30, 2020 and 2019, respectively). The Revolving Line is secured by all assets of the Organization. No amounts were borrowed under the Revolving Line during the years ended June 30, 2020 and 2019.

7 – CAPITAL LEASE OBLIGATION

During the year ended June 30, 2020, the Organization entered into a lease agreement for certain equipment that expires in February 2024. The lease meets the criteria of a capital lease and, accordingly, has been recorded as such.

ST. ANN'S HOME, INC.**Notes to Financial Statements**
June 30, 2020**7 – CAPITAL LEASE OBLIGATION (continued)**

The following is a summary of leased assets included in property, plant and equipment at June 30, 2020:

Property, plant and equipment	\$98,947
Less accumulated depreciation	(9,895)
	\$89,052

Future minimum lease payments required under the capital lease and present values for the years ending June 30 are as follows:

2021	\$ 27,392
2022	27,392
2023	27,392
2024	18,262
Total minimum lease payments	100,438
Less amounts considered interest	(8,426)
Present value of minimum lease payments	\$ 92,012

The present value of minimum lease payments is recorded in the Statement of Financial Position as follows:

Capital lease obligation, current portion	\$23,630
Capital lease obligation, less current portion	68,482
Present value of minimum lease payments	\$92,012

Interest expense incurred on the above capital lease totaled \$2,196 for the year ended June 30, 2020.

8 – LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2020 and 2019:

Mass Development

On March 8, 2007, the Organization entered into a loan and trust agreement (the "Agreement") with the Massachusetts Development Finance Agency ("Mass Development") and TD Bank, N.A. ("TD Bank"), to borrow the proceeds of a 30-year revenue bond totaling \$8,500,000 with interest at a variable rate.

The loan proceeds were used to retire existing debt of approximately \$1,300,000 and establish a construction fund to finance the construction of the Organization's adolescent center. Monthly principal payments commenced on January 8, 2008 and will continue until the bond's maturity date in March 2037. Monthly principal payments averaged \$17,550 for the year ended June 30, 2020. Interest is payable monthly at a variable rate (1.67% and 3.22% at June 30, 2020 and 2019, respectively) based on the London Interbank Offered Rate ("LIBOR").

The Agreement is secured by certain real and personal property of the Organization. As part of the Agreement, the Organization must comply with various financial and other covenants.

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

8 – LONG-TERM DEBT (continued)***Construction Note Payable***

During the year ended June 30, 2015, the Organization borrowed \$1,800,000 under a promissory note payable with TD Bank for the purpose of funding certain construction costs. The note payable bears interest at a rate of 3.85% until May 2021, at which time the rate will be reset. Interest only payments were due on the note payable through May 2016. Monthly principal and interest payments commenced in June 2016 and total \$13,179 per month. The note payable matures in May 2026, is secured by certain property owned by the Organization, and contains a prepayment penalty.

Interest paid on the construction note payable totaled \$57,418 and \$61,121 during the years ended June 30, 2020 and 2019, respectively.

At June 30, 2020 and 2019, the Mass Development and Construction notes payable were as follows:

	2020	2019
Mass Development Finance Agency Revenue Bond	\$6,576,976	\$6,787,570
Construction note payable	1,411,936	1,512,672
	7,988,912	8,300,242
Less current portion	(330,508)	(312,412)
Less unamortized deferred loan costs	(47,660)	(57,069)
Long-term portion	\$7,610,744	\$7,930,761

Estimated principal maturities of long-term debt are as follows for the years ending June 30:

2021	\$ 330,508
2022	349,702
2023	370,067
2024	391,675
2025	5,707,184
2026 and thereafter	839,776
	\$7,988,912

As of June 30, 2020 and 2019, the Organization had incurred deferred loan costs totaling \$149,702 in connection with its various loan agreements. The unamortized balance of these deferred costs, which are being amortized using the effective interest rate method over the terms of the related loans, totaled \$47,660 and \$57,069 as of June 30, 2020 and 2019, respectively. The amortization of these costs totaled \$9,409 and \$10,426 for the years ended June 30, 2020 and 2019, respectively.

9 – INTEREST RATE SWAP AGREEMENT

The Organization's loan from TD Bank currently bears interest at a variable rate based on the LIBOR rate. The Organization executed an interest rate swap agreement (the "Swap") with a bank counter party on 80% of the outstanding loan balance to manage the variability of the cash flows attributable to interest payments on the note payable and does not use the Swap for speculative purposes. The purpose of the Swap was to effectively convert a portion of the variable interest rate on the loan to a fixed rate of 3.98% on approximately 80% of the outstanding loan amount for a period of ten years through June 2025.

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

9 – INTEREST RATE SWAP AGREEMENT (continued)

Interest expense for the years ended June 30, 2020 and 2019 totaled \$253,582 and \$266,795, respectively, representing an effective interest rate of 3.80% and 3.88% on the entire loan payable for the years ended June 30, 2020 and 2019, respectively.

Under the provisions of GAAP, an interest rate swap agreement is considered a hedging activity and the Organization is required to recognize a gain and related asset or a loss and related liability as a result of the hedging activity.

During the years ended June 30, 2020 and 2019, the Organization recognized a loss on the swap of \$186,959 and \$189,641, respectively, which have been reported in the Statement of Activities.

At June 30, 2020 and 2019, the Organization has reported a liability in connection with the Swap in the amount of \$551,671 and \$364,712, respectively, which have been reported on the Statement of Financial Position.

If the Organization does not terminate the agreement prematurely, the liability at June 30, 2020 would be recognized as a gain by the expiration of the terms of the agreement. As of June 30, 2020, the Organization does not intend to prematurely terminate the agreement.

10 – RETIREMENT PLAN

The Organization maintains a defined contribution retirement plan (the "Plan") for the benefit of its employees. Participants are eligible to make voluntary contributions on a tax-deferred basis after completing one year of service that includes at least 650 hours and having attained the age of 18. Participants are eligible to receive employer profit-sharing contributions after completing two years of service that includes at least 650 hours in each year and having attained the age of 18. Per diem and temporary employees are not eligible to participate in the Plan. For the years ended June 30, 2020 and 2019, the Organization contributed to the Plan at a rate of 5% of eligible wages. The Organization's contributions to the Plan, including administrative costs, totaled \$707,704 and \$663,572 for the years ended June 30, 2020 and 2019, respectively.

11 – CELL TOWER RENTAL

The Organization has entered into agreements with two wireless communication providers to install wireless cell tower devices on the Organization's property for the operation of a wireless communications site. As part of the agreements, the providers pay monthly rent to the Organization, which increase on an annual basis. The agreements expire in December 2023 and November 2024, with renewal options at the lessee's discretion.

Expected future payments under these agreements are as follows for the years ending June 30:

2021	\$ 54,889
2022	55,882
2023	56,905
2024	47,069
2025	12,178
	<u>\$226,923</u>

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

11 – CELL TOWER RENTAL (continued)

The Organization received \$53,925 and \$51,998 of rental income under these agreements during the years ended June 30, 2020 and 2019, respectively.

12 – OPERATING LEASES

The Organization leases office equipment under various operating leases expiring through April 2023. Rent expense totaled \$22,345 and \$38,091 for the years ended June 30, 2020 and 2019, respectively.

Future minimum payments under non-cancelable operating leases are as follows for years ending June 30:

2021	\$1,056
2022	1,056
2023	880
	\$2,992

13 – INTEREST EXPENSE

Interest expense consisted of the following for the years ended June 30, 2020 and 2019:

	2020	2019
TD Bank tax-exempt bond (inclusive of swap agreement)	\$253,582	\$266,795
TD Bank construction note payable	57,418	61,121
Capital lease obligation	2,196	-
Amortization of deferred loan costs	9,409	10,426
	\$322,605	\$338,342

14 – LEGAL MATTERS

The Organization is involved in certain legal matters arising in the normal course of business. Although the ultimate outcome of these matters is uncertain at June 30, 2020, management believes that the matters will not have a materially adverse effect on the financial position of the Organization, as any risk of an unfavorable outcomes are covered by the Organization's insurance coverage through the RCAB. Accordingly, no provision or liability has been made in the accompanying financial statements for these matters.

15 – RELATED PARTY ACTIVITY***Relationship with The Roman Catholic Archbishop of Boston, A Corporation Sole and Catholic Social Services, Inc.***

The Organization's sole corporate member is Catholic Social Services, Inc. ("CSS"), which operates under the auspices of the Roman Catholic Archbishop of Boston, A Corporation Sole ("RCAB").

The Organization purchases its workers' compensation, auto, property and liability insurance through the RCAB. Insurance expense for these policies were the following for the years ended June 30, 2020 and 2019:

ST. ANN'S HOME, INC.**Notes to Financial Statements**

June 30, 2020

15 – RELATED PARTY ACTIVITY (continued)

	2020	2019
Comprehensive & General Liability	\$ 70,737	\$ 46,526
Automobile	51,386	42,602
Property Insurance	82,226	81,227
Director's & Officer's Liability	10,431	9,570
Workers Compensation	130,624	128,258
	\$345,405	\$308,183

As discussed in Note 3, the Organization has deposited funds for investment purposes with the RCAB. The Organization's balance in the RCAB's revolving loan fund totaled \$2,227,691 and \$1,849,649 at June 30, 2020 and 2019, respectively. Additionally, the Organization had a certificate of deposit maintained by the RCAB totaling \$2,117,879 and \$2,071,150 at June 30, 2020 and 2019, respectively. The certificate of deposit matures in May 2021.

16 – COMMITMENTS AND CONTINGENCIES***Contingencies***

On March 13, 2020, a national emergency was declared in the United States as a result of the COVID-19 pandemic. This ongoing public health crisis has had a significant and wide-ranging effect on the United States and local economies. Although management continues to actively assess and respond to the pandemic and related government orders for public health and safety, the longer-term impact of the pandemic on the Organization's operations and financial position cannot be reasonably determined at this time.

Funding Sources

In accordance with the terms of its contracts with the Commonwealth of Massachusetts, the records of the Organization are subject to audit. Therefore, the Organization is contingently liable for any disallowed costs.

A substantial portion of the Organization's program service fees and receivables are received from Commonwealth of Massachusetts government agencies, cities and towns, and other government funding sources.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant credit risk relative to cash and cash equivalents.

Investment securities are exposed to various risks, such as interest rate, market and credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the value of investment securities will occur in the near term and that such change could materially affect the amounts reported on the Statement of Financial Position.

17 – SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

During the year ended June 30, 2020, the Organization acquired equipment totaling \$98,947 under a capital lease agreement.



Board of Trustees

Stephanie Aznoian - Board Chair

Stephanie is the Chief Financial Officer for Foxx Life Sciences. She has also held CFO roles throughout her career in startup companies in the Biotech and Technology Industry. She served as the National Treasurer for the Armenian Network of America for nine years and was an instructor at the Boston Center for Adult Education. She graduated from Bentley University with a bachelor's degree and then obtained her master's degree in Taxation from the D'Amore-McKim School of Business at Northeastern University. Stephanie lives in Methuen MA and has been on the board of St. Ann's for over 15 years.

Reverend J. Bryan Hehir – Treasurer

Father Hehir is the Parker Gilbert Montgomery Professor of the Practice of Religion and Public Life. He is also the Secretary of Health and Social Services on the staff of Cardinal Sean O'Malley in the Archdiocese of Boston. Previously he served on the faculty of Georgetown University's School of Foreign Service (1984-92) and on the Harvard Divinity School faculty. From 2002-2003 he was President of Catholic Charities USA, the nationwide network of social service agencies for the Catholic church in the United States. In the Archdiocese of Boston, Fr. Hehir represents Cardinal O'Malley to four social service agencies and also serves as a liaison to Catholic health systems in the Archdiocese. He was a member of the Vatican Delegation to the United Nations (1973 and 1978). At Harvard Kennedy School he is a Faculty Associate at the Carr Center for Human Rights and at the Safra Center for Ethics and the Professions. His teaching, research and writing focus on ethics and foreign policy and the role of religion in world politics and in American society. Fr. Hehir is a recipient of the MacArthur Award, the Laetare Award (University of Notre Dame), the American Academy of Religion's Martin E. Marty Award for the Public Understanding of Religion, and the Kennedy School's Carballo Award for excellence in teaching. He has been on St. Ann's board for over 15 years.

Steve Rosenberg

Steve has had a 40-year career in the software business and has led successful organizations. He retired from Oracle in July of 2020. He and his wife have started a non-profit called The One By One Project (www.theonebyoneproject.org) to help those in need in the greater Boston area. Steve has been on the St. Ann's board since 1999. He also is the chairman of the board at the Brandon School in Natick.

Peter Quinlan

Peter is a Senior Vice-President at FRED C. CHURCH, INC. He has been part of the Fred C. Church family since 1991. He started as a commercial insurance producer/account executive.

Peter graduated from College of the Holy Cross in 1984 with a Bachelor of Arts. His specialties include manufacturing/distribution, commercial and residential real estate, wholesale distribution and alternative risk financing. He lives in Andover with his wife and has three grown children. He has been on St. Ann's board for 17 years.

Richard Deyermund

Richard Deyermund serves as an Executive with NewsBank, Inc. based in Chester VT. An Executive with over 30 years of experience in Operations, he has been a board member at St. Ann's for 15 years. Mr. Deyermund was born and raised in the Merrimack Valley area and currently resides in Southern New Hampshire. He holds an MBA from Northeastern University in Boston, Massachusetts.

James MacMillan Jr.

Jim is a former student at St. Ann's School, graduating from the elementary school back in 1976. He received his B.S. in Finance from Babson College and is a Sr. Consultant with the Advisory and Planning Group of a major financial services firm. Jim resides in New Hampshire with his family. He has been a board member for more than 10 years.

Marilyn Andrews

Marilyn is a Special Education Advocate with her own practice serving families of students ages 3-22. She served as the past President of the Malden Special Education Parent Advisory Council from 2011-2018. During her tenure, she created a collaborative model used to improve communication between the parents/guardians and the Special Education staff. Marilyn taught elementary school for 18 years. She serves as the Clerk for Malden's newly formed Disability Commission and on DMH's Family Advisory Council. Marilyn has received a bachelor's degree in Elementary Education, with a specialization in Early Childhood Education and has completed the course requirements for a Master's in moderate special needs. Marilyn has been on the board at St. Ann's since 2013.

Father Christopher Casey

Fr. Christopher J. Casey was raised in Lawrence Massachusetts and is a graduate of Lawrence High School. After completing a bachelor's degree in Human Services, he began a twenty-year career in serving the Deaf and Hard of Hearing community in Massachusetts at a small nonprofit based in Boston called DEAF, Inc. He entered Pope Saint John XXIII National Seminary in Weston, Massachusetts in 2003 and was ordained a priest for the Archdiocese of Boston in 2007. He served parishes in Dracut and Arlington before being named Pastor of Our Lady of Good Counsel Parish in 2010 where he currently serves. In 2015 he was named Vicar Forane for the local vicariate, a position that includes ensuring active communication between the Archbishop, Regional Bishop, and the local Catholic Clergy. Fr. Casey also serves as the Chaplain for the Lawrence Fire Department. He has been on St. Ann's board since 2014.

Ron Desjardins

Ron Desjardins is an accomplished IT executive with over 25 years in the field. As a senior director he has extensive experience in Information Technology Management, Database Technologies, and Financial and Healthcare Systems. His passion for helping others succeed is evident in work as a transformational leader and change agent in the companies he has led to success. Ron has been a board member for 5 years.

St. Ann's Home, Inc. Key Personnel List for NH Contract

Staff Name	Positon
Joseph Cronin	Chief Executive Officer
Stephen Steiner	Chief Administrative Officer
Marybeth Gilmore	Chief Financial Officer
Robin Duguay	Director of Quality Assurance and Compliance
Christine Albert	Senior Residential Program Director
Cheryl Macinanti	Senior Residential Program Director
Heather O'Neil	Director of Outpatient, CBAT and TCU Programs

Total Salary to NH	Estimated % of Salary to NH Programs
	4%
	4%
	4%
	4%
	10%
	10%
	12%
45,254	

Joseph T. Cronin



Education

Northern Essex Community College – Haverhill, MA
Nonprofit Management Certificate Program (Current)

Salem State College – Salem MA
Masters of Social Work (2004)
Concentration in children & family counseling and "macro" studies

Westfield State College – Westfield MA
Bachelor of Arts: Social Science & Psychology (1991)
Studies: Social Work, Counseling, Criminal Justice

Professional Experience

St. Ann's Home Inc. – Methuen MA (1991-2019)

President and CEO

- Plan, implement, and evaluate all agency treatment programs, auxiliary treatment services, and support services
- Establish and implement the agency's personnel policies, including the hiring and dismissal of all personnel
- Supervise all fiscal matters within the guidelines set by the Board of Trustees, including the preparation and administration of the annual budget
- Liaison with all state agencies and funding sources; insuring compliance with all regulations regarding program licensing, personnel practices, and facility safety
- Cooperate with other Archdiocesan agencies; and representation of St. Ann's Home, Inc. to the community through direct contact with professional, business, and other groups.
- Responsible for maintaining and improving the agency's infrastructure, including IT resources, within the context of the budget and ever evolving needs and changes impacting our operation.
- Final authority in all treatment decisions and employee grievances which require the attention of a senior administrator.
- Provides strategic leadership of the organization to assure that St. Ann's Home, Inc. successfully adapts to the ever-changing dynamics in the complex market served by the corporation.
- Responsible for the supervision of the Senior Management Team.
- Responsible for establishing fair and effective means of communication and decision-making in all programs and for all employees.
- Chair a weekly planning meeting which is attended by the members of the Senior Management Team.
- Coordinates the activities of the Board of Trustees and performs such other duties as may be assigned by the Board of Trustees or by the Member.

Vice President of Care

- Designee to act in the President/CEO's absence
- Senior management team member 10+ years
- Participant in St. Ann's Board of Trustees meetings
- Mentor for other senior management team members
- Responsible for fiscal oversight of the residential program and to ensure all of St. Ann's budgetary needs are met
- Responsible for the direct oversight of the residential program and the admissions department (over 200 staff and 150 residents)
- Direct supervisory responsibility for four senior management team members
- Primary liaison with funding resources, licensing entities & local and state agencies
- In conjunction with the CEO make all final decisions regarding admissions
- Responsible for establishing, implementing and maintaining all residential program and agency wide policies and procedures
- Work closely with CEO and facility coordinator to ensure all safety standards are met
- Involved in hiring, progressive discipline, support and dismissal of employees
- Work directly with CEO to strategically plan for and implement any necessary action to successfully address expected or unexpected market shifts and industry changes
- Coordinate and manage all risk management initiatives, critical incidents, crisis situations and investigations
- In conjunction with the CEO, manage DEEC, DCYF, DCF, DMH and DESE licensing & contractual requirements, proposals and applications
- Instrumental in ensuring St. Ann's diversification of revenue, by creating new programs, identifying new referral sources and increasing programming
- Developed and implemented new training curriculum for residential staff
- Assist with marketing St. Ann's programs and establishing long-term respected and meaningful relationships with referral sources, clients and community partners
- Oversee residential administrative, clinical, treatment and programmatic decisions
- Help identify infrastructure needs and establish and maintain solutions that are viable

Admissions Director

- Senior management team member
- Team leader in the development of and fundraising for St. Ann's first capital campaign for an \$8 million adolescent center
- Responsible for reviewing referral packets for appropriateness of placement and coordinating case coverage
- Responsible for establishing and keeping consistent communication with referral resources to ensure an efficient and effective admission process
- Responsible for developing and maintaining a professional and productive relationship with collaterals and referral sources
- Responsible for tracking referral information and keeping data recorded in a systematic manner in which it can be utilized to maximize admission process and revenue
- Responsible for maintaining an enrollment level that reflects an appropriate balance between the business and clinical needs of the organization
- Liaison between St. Ann's Home and state agencies, school districts, insurance companies and several community organizations
- Responsible for coordinating and attending marketing events that allows St. Ann's to maintain a strong market share within the context of the market we serve
- Assist the residential program directors to address the various needs of the residential program, including licensing reviews, critical incidents and resident and staffing issues
- Assisted in the writing of proposals for the DCF/DMH Caring Together contract
- Chairperson for the strategic planning milieu committee

Residential Supervisor

- Responsible for the supervision and training of over 100 direct care staff
- Directly work with over 100 emotionally disturbed children ages 5-17
- Work with therapeutic team to design/implement and approve children's individualized treatment plans and behavioral programs
- Approve unit scheduling, overtime and budgeting
- Responsible for decisions regarding behavior management of children
- Coordinate communication and foster effective collaboration between the community, other human service agencies and St. Ann's
- Interview perspective employees and oversee the evaluations of current employees
- Designated to act in the place of the director of the residential program in his absence
- Responsible for on-call coverage throughout the year and intake evaluations
- Responsible for the safety of children and staff during emergency and crisis situations

Unit Director

- Responsible for maintaining a safe, nurturing and therapeutic environment for the children and a fun, supportive and work friendly atmosphere for staff members
- Oversee unit scheduling, budgeting and the completion of administrative paperwork
- Attend and participate in IEP meetings, foster care reviews, case conferences
- Collaborate with various community organizations, including DMH, DCF, DCYF and specialized foster care agencies, including MBHP managed contracts
- Co-led psycho-educational fire safety groups and groups for children who witnessed domestic violence (through Holy Family Hospital Family Safety Project).
- Directly trained, supervised and evaluated 12 child care staff

Therapist

- Responsible for individual and family therapy for children living in the residential program
- Completed therapeutic treatment plans, case conference reports, child and family assessments and individualized education plans
- Attended foster care reviews, IEP meetings, case conferences, educational review meetings and weekly treatment team meetings
- Collaborate and communicate efficiently with outside agencies, families and schools

Child Care Counsellor

- Directly supervised 15 children within the residential program ranging in age from 5-15
- Provided a safe and positive experience for children and assisted them with daily living and social skills
- Implemented effective behavior management techniques
- Provided for the physical, emotional and medical needs of residents through direct care and adherence to individualized treatment programs
- Responsible for the clothes shopping and food shopping for the unit
- Completed time sheets and account books in the unit director's absence
- Prepared log entries and case conference reports
- Acted as the liaison between the public school system and residential program

Consultant - Holy Family Hospital (Family Safety Project) Methuen, MA (1998-2016)

- Co-facilitated batterer's intervention groups for men who battered their intimate partner
- Taught offenders alternatives to coercive, dominating and violent behavior
- Collaborated with criminal justice system, human service providers, and battered women's programs to end domestic violence
- Monitored the behavior of the men in the program and reported non-compliance

Loaned Executive – United Way of Merrimack Valley

- Established a sound understanding of fundraising and built an appreciation for how strong relationships and partnerships between businesses, municipal and nonprofit organizations solve community wide problems
- Built philanthropic capital for the United Way and its 100 supported health and human service programs. This was accomplished through strategic work place and individual solicitations
- Managed a private/public United Way strategic community initiative called Summer Experiences in Greater Lowell. The purpose of the project was to engage at risk youth in summer programming that provided a positive, safe, educational and self-esteem building opportunity. Through a partnership with local businesses, major corporations and the community, the United Way was able to raise over \$80,000 for these youth, with 100% going directly into the summer program

Accomplishments and Activities

- Directed and oversaw the implementation of 2 new programs, 3 new group homes and 1 new residential and administrative building
- Through strong relationship building, marketing, program expansion and direct interaction as admissions director, increased St. Ann's census by 50 residents, increasing revenue by over \$8 million
- Led employee capital campaign for funding of St. Ann's new adolescent center
- Special Olympics of Massachusetts coach and volunteer
- Through direct solicitation, raised \$80,000 as a United Way volunteer for summer program
- St. Lucy's Catholic Church Men's Guild and Religious Education Teacher
- Methuen Youth Soccer and Baseball Coach
- Cancer and Heart fundraising volunteer
- Methuen Public School parent volunteer

References available upon request

Stephen Steiner, SHRM-SCP

Accomplished Human Resource executive with highly regarded organizational, interpersonal and management skills. Adept at directing all HR functions including recruiting, talent development, employee relations, HRIS technology, total rewards, and strategic planning. Developed a passion for coaching, mentoring and delivering top performance during previous career years in arts management. Other areas of proven capability include project management, labor relations, compliance, and finance/cost control.

PROFESSIONAL EXPERIENCE

ST. ANN'S HOME & SCHOOL, Methuen, MA

2007-Present

Chief Administrative Officer – beginning 7/1/2019

Director of Human Resources

- Assists the President & CEO in supervising the daily operations of St. Ann's Home; responsible for the performance of departments as assigned to manage by the CEO; ultimately responsible for assisting in making the business function efficiently.
- Provide HR leadership to 350 employees.
- Ensure regulatory and legal compliance for all employment-related matters, including CORI, background checks and personnel policies, as well as licensing by the Department of Early Education & Care (DEEC) and Department of Elementary & Secondary Education (DESE).
- Administer all agency benefit plans including Health/Dental, Vision, Disability/Life, Flexible Spending Accounts, 401K/Pension. Streamlined open enrollment process. Works with brokers to maintain consistent positive financial results in medical insurance premium costs, and senior management on finding creative ways to redesign plans to reduce expenses and improve outcomes.
- Administer and ensure compliance for COBRA, FMLA, OSHA and Workers Compensation.
- Create and track HR budgets, prepare for annual financial and retirement plan audits.
- Works to improve employee relations and organizational climate through a number of initiatives, including focusing efforts of agency personnel committee to elicit more valuable feedback from staff, finding creative ways to recognize accomplishments of staff, such as implementing a "Way to Go!" board in the agency lobby.
- Modernized HR systems, streamlined applicant tracking systems, initiated use of an employee portal for more efficient communication and led efforts to encourage and educate staff to utilize technology effectively.
- Collaborates in developing compensation policies to better serve the needs of the agency, to achieve internal and external equity and to be more in line with current practices.
- Works to implement employee wellness initiatives, aligning them with agency core values as well as agency initiatives to provide the best in Trauma Informed Care to clients.
- Serves on senior management team; works as part of leadership teams in agency-wide strategic planning and accreditation initiatives.

BOSTON LYRIC OPERA, Boston, MA

1995-2006

Director of Productions

Responsible for overseeing all aspects of production operations including artistic, technical, and educational programming.

- Managed full time administrative staff of five, seasonal staff of twenty, 100+ staff per production including singers, chorus, orchestra, designers, and technicians. Recognized for recruiting top talent through interview or audition. Mentored several aspiring professionals as interns and apprentices.
 - Negotiated collective bargaining agreements with several unions, assuring compliance with agreements.
 - Responsibility for annual budgets of up to \$5M, with a proven track record of favorable financial results.
 - Collaborated on long range and strategic planning utilizing The Balanced Scorecard.
 - Interfaced regularly with Board of Directors; facilitated the creation of an Artistic Policy Committee of the Board.
 - Represented the company to internal and external constituencies on delivering overall company positioning and organizational messages.
 - Expert project manager, including large scale, public projects. In 2002, produced CARMEN ON THE COMMON, free outdoor multimedia performances on the Boston Common with an audience of 140,000 over two evenings.
 - Invited regularly to speak on various topics for lectures, arts conventions, etc., and to sit on grant review panels.
-

Stephen Steiner, SHRM-SCP

BOSTON UNIVERSITY COLLEGE OF FINE ARTS

1988-1995

Assistant Professor - Music Director, Boston University Opera Institute

- Developed curriculum, course work and training activities at the core of developing talent.
- Supervised musical studies of students; provided training in language, performance techniques.
- Conducted productions and supervised musical preparation of all programming.
- Provide master classes and private sessions on career development, vocal coaching, and the business of singing.

HIGHLIGHTS OF CONSULTING/CONTRACT POSITIONS

OPERA THEATRE OF SAINT LOUIS

1992-1997

Head of Music Staff • Young Artist Ensemble Program Supervisor

- Hired and managed music staff of five coach/accompanists.
- Liaison to conductors, responsible for upholding standards of quality.
- Auditioned over 400 singers nationally each year, bringing the finest in young talent into the program.

HOUSTON GRAND OPERA

Guest Principal Coach • Guest Faculty, Houston Opera Studio

THE BOSTON CONSERVATORY AT BERKLEE

Instructor of Operatic Diction

CHAUTAUQUA INSTITUTION

Head of Music - Summer Vocal Program

HANDEL & HAYDN SOCIETY, Boston

Consultant - Future Season Planning

VOCAL COACHING STUDIO

- Highly regarded nationally for exceptional results mentoring and developing operatic talent, in one-on-one sessions and in master classes, with students regularly winning major competitions and going on to careers with the most prominent US opera companies.
- Adjudicated numerous major national vocal competitions.

EDUCATION & PROFESSIONAL CREDENTIALS

Master of Music, Indiana University School of Music; Graduated With Distinction

Bachelor of Arts, Gettysburg College; Graduated Magna Cum Laude, Phi Beta Kappa

Society of Human Resource Management Senior Certified Professional (SHRM-SCP)

Member - Society for Human Resource Management (SHRM)

MARYBETH GILMORE

Summary: Successful experience in non-profit, public, and corporate financial management. Especially skilled at building bridges between finance and other operations; developing and implementing strong systems.

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|----------------------------------|----------------------------------|---------------------------|
| • Single Audits | • Cash Flow | • Cash Management |
| • Budget & Forecasting | • Financial Analysis/Reporting | • Fund Accounting |
| • Grant Compliance | • Form 990 | • Internal Control Review |
| • Investment Accounting/Analysis | • Operational Audit | • Policies & Procedures |
| • Risk Assessment | • UPMIFA Compliance | • System Implementation |
| | • Uniform Financial Report (UFR) | |

Systems Experience: Wide range of client server applications.

Experience: **Chief Financial Officer, St. Ann's Home, Methuen, MA**

Residential, School, Outpatient Clinic for children and adolescents ages 5-18 with emotional and behavioral disabilities.

- Recruited to help the organization recover from criminal fraud from predecessor.
- Designed and Implemented internal controls to prevent recurrences of fraudulent transactions
- Replaced antiquated financial accounting system with Intacct; iCentrix medical billing EHR, with CareLogic
- Improved disbursement security protecting the organization from fraud;
- Improved cash flow and internal controls by installing an electronic cash receipt system;
- Led organization's Forensic, Annual and IRS Audits.

Senior Consultant, Accounting Management Solutions, Waltham, MA

- Provided consulting services to organizations for financial outsourcing including interim CFO, Controller functions.
- Turnaround management; provided financial advice and counsel to the CEO, management team and Board.
- Improved internal controls, timeliness, client reporting, and federal & state taxes, including Forms 5500, 990.
- Managed long and short-term cash flow; working capital; letters of credit; treasury functions.
- Identified \$11M cash flow issue, allowing client to increase line of credit and prevented closure of organization
- Reconciliation of accounts/contracts/grants/UPMIFA compliance.
- Reviewed, developed, and improved accounting and reporting systems to reflect agency's and funder's requirements.
- Reviewed contract/grant requirements, budgets to actuals for accuracy in Funder reporting
- Managed contracting, invoicing, and collection activities.
- Led organizations' annual audit and schedule preparation.

Acting Director of Finance & Facilities/Consultant, Boston University School of Law, Boston, MA

Major University School of Law ranked #20 in nation by *U.S. News & World Report* with over 1,000 students.

- Handled all aspects of fiscal administration, budgeting and human resource management.
- Developed the annual budget and assist Dean in preparing for the School's annual budget hearing.
- Managed and developed the capital budget, expenditures include, but are not limited to costs associated with major facility projects.
- Worked with all departments to effectively forecast revenue and to identify and solve budget problems.
- Strategic management of School's resources developed and applied appropriate performance metrics, and collecting peer institution data.
- Dissemination of University fiscal policy and development and implementation of additional internal controls.
- Managed all aspects of the School's physical plant, including coordination of construction projects from design to completion, space and physical inventory, office allocations, and daily maintenance.

Chief Financial Officer, Weston Jesuit School of Theology, Cambridge, MA

Vice President, Weston College Corporation

A post graduate Theological Center offering Master and Doctoral degrees.

- Executive oversight for financial, business, and support operations.
- Responsible for financial planning and budgeting, controller functions, cash and investment management,
- Human Resources, telecommunications risk management, and the physical facilities.

- Information Technology – stabilized network, upgraded systems, troubleshooting, and received certification for being compliant with the New FTC Rule.
- Coordinated and prepared year-end audit.
- Established relationships with banking and investment brokers.
- Prepared and presented monthly, quarterly, and annual financial statements to the President and Finance & Development Committee of the Board of Trustees.
- Implemented internal controls for compliance with the Sarbanes-Oxley Act.

Business Consultant, Catholic Charitable Bureau of the Archdiocese of Boston

A social service agency offering 150 social service programs at 52 sites, providing direct care to 186,000 people each year.

- Engaged as a direct report to the President and Chief Operating Officer for operational overview and assessment of financial systems.
- Reviewed a failing profit center and found overlooked revenue for a division losing monies and about to close, turning it into making a profit.
- Prepared UFR, Medicare Reimbursement Report. Federal & State filings.
- Communicated well with non-accountants to enable them to understand financial issues impacting their programs.
- Developed detailed analysis of operational problems, engaged and worked with information systems consultants to review clinical and accounting procedures and developed and documented updated operational procedures for Visiting Nurse Services and Home Health Services, especially new Medicare and Medicaid billing requirements and procedures.

Chief Financial Officer/V.P. for Finance and Administration, Quincy College, Quincy MA

A two year higher education institution with enrollments of between 5,000 students at 5 sites.

- Monitored and supervised the work of eight directors in the business office, financial aid, registrar, computer operations, facilities, security, and child care center.
- Ran departments with a limited staff while enrollments increased.
- Managed annual operating budget process and provided guidance to department heads.
- Served as liaison for a number of key services including coordinating and managing the college's relationship with its outside officers ensuring the timely completion of all audit processes.
- Advised the President and the Board of Trustees on the financial health of Quincy College by creating and presenting financial reports and projections.
- Member of the Executive Staff, President's Cabinet, which established college policy and strategies. Member of the Strategic Planning Committee, Co-Chair of computerization committee, Chair of Administrative Council, and Finance Chair of Accreditation Committee.
- Computerized the accounting, business office, and financial aid functions to CMDS.

Assistant Treasurer, County of Norfolk, Office of the Treasurer, Dedham, MA

Treasurer's Office providing financial services for Massachusetts Respiratory Hospital, NC Agricultural school, house of correction, registry of deeds, Wollaston Recreational Facility (golf course), engineering, maintenance, advisory board, Commissioner's offices. Treasury functions, county financials, bond issues, strategic planning.

Account Supervisor, State Street Bank and Trust Company, North Quincy, MA

Assistant Supervisor Mutual Fund Accounting, cash management, investment portfolios

Management Accountant International funds, process stock and bond trades, calculate daily NAV

Education: **Master of Science,** Administrative Studies Boston College- Chestnut Hill, MA
 Bachelor of Science, Accounting Boston College- Chestnut Hill, MA

Professional Memberships: Financial Executive International	2004 - Present
Financial Executive Networking Group	2004- Present
Notary Public, Commonwealth of Massachusetts	1987 – Present
Treasurer's Club of Boston	2016 - Present
Board of Trustee, Fontbonne Academy	1988-1994
Board of Trustees, Elizabeth Seton Academy, Treasurer, Finance Chair	2011 – 2012

Robin L. Duguay



Professional Strengths:

- M.Ed. in Clinical Psychology
 - B.A. in Psychology and English
 - Supervisory and Leadership Experience
 - Excellent Communication Skills (written and oral)
 - Experience with Creation and Implementation of Policies and Procedures in Multiple Settings
-

Education **Springfield College, Springfield, MA**
Masters of Education, awarded May 2005
Concentration in Clinical Mental Health Counseling

Quinnipiac University, Hamden, CT
Bachelor of Arts, awarded May 2003
Double Major in Psychology and English

Experience **Network Specialist, November 2015 - present**
Department of Children and Families, Services Network Northern Region, Lawrence, MA

- Ensure contract compliance for Caring Together providers in the Northeast Region (MA)
- Develop quality assurance plans and protocols in response to identified areas of ongoing need
- Provide training and technical assistance with Virtual Gateway, Rehab Options, CANS, etc...as needed or requested
- Partner with the Department of Early Education and Care (EEC) and Special Investigations Unit (SIU) in response to allegations of institutional abuse/neglect
- Manage requests for additional funding as requested by providers
- Assist in the procurement of additional/expanded programs in the Region
- Partner with other state entities (Department of Mental Health, Department of Early and Secondary Education, Police Departments, etc...) in addressing programmatic concerns and identifying additional resource needs
- Facilitate inter-agency learning opportunities to improve overall service delivery

Director of Operations - Youth Services, August 2010 – Nov 2015

Shared Living Collaborative, Inc., Merrimac, MA

- Oversee operations for program providing therapeutic foster care for children with cognitive, developmental, and medical needs
- Supervise Case Management, Direct-Care, and Administrative staff
- Collaborate with various state agencies to ensure contractual and licensing regulations are met: Department of Children and Families, Department of Mental Health, Department of Developmental Services, Department of Early Education and Care, Massachusetts Behavioral Health Partnership, etc....
- Identify staff training needs and organize or conduct necessary trainings
- Evaluate strategic plan for agency and identify opportunities for continued growth and development

- Assist with writing and submitting multiple responses to state issued Requests for Responses
- Work with Adult Service/Placement Agencies in planning for transitional age youth as they “age out” of DCF placement

Consultant, February 2009 – Oct 2011

Department of Children, Youth, and Families, Rhode Island

- Meet with prospective foster/pre-adoptive parents to assess appropriateness to be licensed as placement resources
- Complete thorough written evaluation of applicants personal history, strengths, and training needs
- Ensure potential providers understand and are in compliance with State of Rhode Island Foster Care Regulations

Family Networks Program Director, August 2009 – August 2010

MSPCC, Lowell, MA

- Coordinated placement and care of children receiving services through the Department of Children and Families
- Oversaw budget for congregate care and support services for the Lowell Area Office and balanced budget decreases with continued/increased need for services
- Supervised Service Coordinators and Administrative staff in group and individual settings
- Ensured contracted providers were in compliance with state regulations, and identified concerns to the Department of Children and Families
- Supervise Educational Consultant working with Public School Districts to maximize in-district support services and advocate for out of district placements when needed

Family Networks Service Manager/Coordinator, May 2005 – August 2009

Key Program Inc, Lawrence, MA & MSPCC, Lowell, MA

- Coordinated placement and care of children receiving services through the Department of Children and Families
- Conducted quarterly utilization/treatment reviews to ensure progress towards identified goals
- Worked to ensure service delivery was appropriately matched to individual needs
- Served as liaison between Department of Children and Families and contracted providers for in-home and out-of-home services

Boards/Committees

Human Rights Committee, Shared Living Collaborative

Planning Board, Town of Kingston NH

Trainings/Certifications

Massachusetts Approach to Partnership in Parenting (MAPP) – Certified TOT

Child and Adolescent Needs & Strengths Assessment (CANS) – Certified TOT

Positive Behavioral Supports

Trauma-Informed Care

Supervisory Training to Enhance Permanency Solutions (STEPS)

Providers' Council Training in Human Service/Nonprofit Management

IDEA/Special Education Law and the IEP Process

Eligible for Licensure as a Mental Health Counselor and/or Social Worker

Presentations

Keynote: The Caring Together Initiative – State Agency Clinical Review Protocol for Appropriateness of Placement (ACRC Conference 2018)

Cheryl L. Macinanti, MEd., CAGS

EDUCATION

C.A.G.S., Mental Health Counseling 2007
Cambridge College, Cambridge, Massachusetts

MEd., Counseling Psychology 2003
Cambridge College, Cambridge, Massachusetts

BFA, Fine Arts and Liberal Studies 1991
Emmanuel College, Boston, Massachusetts

EXPERIENCE

Director of Adolescent Services
St. Ann's Home and School, Methuen, Massachusetts
Residential Treatment Facility (June 2007-Current)

- * Member of St. Ann's Home's senior management team; as director of adolescent services, work with members of the senior management team responsible for the overall management of the agency
- * Directly oversee the operation of St. Ann's two community-based adolescent group homes and adolescent program
- * Direct supervisor for adolescent residential units' and group homes' treatment teams
- * Responsible for the development and implementation of the adolescent programming for the residential program, as well as marketing St. Ann's adolescent programs
- * Responsible for the coordination and implementation of adolescents' treatment plans and chairing of case conferences and IEPs
- * Responsible for collaboratively working with all collaterals and treatment team members to meet treatment objectives for clients in adolescent program
- * Responsible for coordinating the program's in-service trainings and formulation of all policies and procedures in the residential program
- * Responsible for the implementation of agency policies and state regulations for the adolescent residential units and group homes
- * In the absence of the director of the residential program, serve as the administrative representative for the residential program
- * Supervise and evaluate program staff
- * Responsible for emergency and on-call responsibilities for adolescent program and for residential program in the absence of the director of the residential program

Group Home Director (Full Time)
St. Ann's Home & School, Methuen, Massachusetts
Residential Treatment Facility (September 1995-June 2007)

- * Supervise and advocate for 10 residents in a community-based adolescent group home from diverse backgrounds, with emotional, educational and behavioral difficulties
- * Provide individual and group counseling for residents in population
- * Supervision and training of 10 full time child care counselors
- * Assessing and writing of treatment plans, case conferences, IEPs, transition plans and all other required paperwork necessary for academic and treatment goals
- * Chair weekly meetings with child care counselors, clinical nurse specialist, residential therapist, and supervisor
- * Regular contact with DCF, public schools, lawyers, and family or guardian of children
- * Hiring and evaluating group home child care counselors
- * Development of behavioral/incentive programs to improve academic and home functioning
- * Bi-weekly review meetings with special education teachers and academic support staff
- * Bookkeeping and scheduling for group home and staff
- * Review medication regime for children in care weekly with clinical nurse specialist

- * Represent agency at foster care review meetings, IEP meetings, academic review meetings, case reviews, court hearings and all necessary meetings relating to students/children
- * Provide weekly 1 hour individual supervision for child care counselors
 - lead groups for children ages 8-16 covering: "Career & Education Development," "Fire Safety," "Social Skills," "Building Self-esteem," "Bullying," "Sexual Impulsivity"
- * Train agency child care counselors in CPI Non-Violent Crisis Intervention
- * Monitoring and distributing of psychotropic medication
- * Development and implementation of the "Leadership Program," designed with a strength-based approach; empowering adolescents to achieve their academic and personal goals while preparing them for adulthood

School Adjustment Counselor (Part Time)
Waltham High School, Waltham, Massachusetts
Internship (September 2006-June 2007)

- * Supervision of approximately 8 freshman students with various behavioral, emotional and academic difficulties
- * Provide counseling for individual students outlined in their IEP
- * Responsible for referral packets, written functional behavioral assessments, home assessments and any additional material required for student evaluation
- * Communication with outside agencies, families, and school personnel

Child Care Counselor (Full Time)
St. Ann's Home & School, Methuen, Massachusetts
Residential Treatment Facility (September 1993-September 1995)

- * Care and welfare of 10 adolescent boys in residential treatment
- * Distribution of psychotropic medications
- * Planning and implementation of academic plans, routines, activities, and treatment plans
 - Writing quarterly resident case conferences and daily resident logs
- * Treatment modality using behavioral modification techniques to improve child functioning at home and school

Crisis Team Manager (Part Time)
DYS Northeast Family Institute
Middleton, Massachusetts (August 1992-September 1993)

- * On call to assist children at risk of being suicidal, homicidal, or unmanageable who are not in current need of hospitalization
- * On call to assist in crisis situations for residential, detention, and foster care settings affiliated with this agency
- * Counseling and development of behavioral/incentive programs
- * Assessing and improving facilities' strengths and weaknesses
- * Developing routines/structure, attempting to solve programmatic issues
- * Reporting and filing necessary paperwork related to treatment facility

Assistant Supervisor (Full Time)
DYS Northeastern Family Institute
Middleton, Massachusetts (July 1991-September 1993)

- * Counseling and supervision of 25 court detained male juveniles from diverse backgrounds
- * Supervision and training of 9 counselors
- * Creation, development and implementation of the program "Communiten," designed to promote social values and a sense of responsibility juveniles share in our community
- * Bookkeeping, staff scheduling, and all related written materials
- * Evaluation and hiring of program staff
- * Supervision of weekly NA/AA meetings in facility (open to community)
- * Supervision of a mentoring program organized with the Middleton Corrections facility

Christine M. Albert



Professional Experience

St. Ann's Home, Inc. - Methuen MA (1988 - present)

Director of Group Home Services (2014 - present)

- Development and Implementation of 1:4 Group Home program.
- Responsible for all aspects of 4 group home programs with 37 clients, including interviewing clients, treatment planning, case management, budgeting and evaluation of 34 staff members.
- Transition planning for clients with mental health issues, cognitive delays and behavioral issues who are aging out of the DCF system.
- Education planning for clients graduating from high school and looking at college or training programs.
- Chair quarterly Case Conference meetings that include DCF and DMH social workers, Family Networks coordinators, attorneys, parents and other outside agency collaterals.

Treatment Plan Coordinator (2010 - present)

- Training and Implementation of iFamilyNet system instituted by DCF.
- Responsible for review and approval of treatment plans for 120+ children.
- Responsible for training and implementation of the DCF/DMH Caring Together - Rehab Options requirements.

Pre-Independent Living Program Coordinator (2010 - 2014)

- Development and Implementation of pre-Independent living program.
- Responsible for all aspects of 2 group home programs with 18 clients, including interviewing clients, treatment planning, case management, budgeting, and evaluation of 18 staff members.
- Chair quarterly Case Conference meetings that include DCF and DMH social workers, Family Networks coordinators, attorneys, parents and other outside agency collaterals.

Residential Supervisor (1996 -2010)

- Responsible for supervising and training of 100+ direct care staff.
- Direct care of 100+ emotionally disturbed children ages 5 - 22.
- Interviewing and hiring of prospective employees.
- Collaborate with outside agency personnel including parents, attorneys, DCF, DMH, and DESE in caring for the children.

Unit Director (1993-1996)

- Responsible for creating and maintaining a safe, nurturing and therapeutic environment for 15 latency aged, emotionally disturbed boys.
- Responsible for unit scheduling, budgeting and administrative paperwork.
- Attend and participate in Case Conferences, IEP meetings and Foster Care Reviews.
- Directly train, supervise and evaluate 10 child care staff.
- Co-leader of psycho-educational fire safety group for children involved in fire setting.

Child Care Counselor (1988-1993)

- Direct supervision of 15 children ranging in age from 5 - 13 within a residential setting.
- Assist children with daily living skills and help them in learning more effective behavior management techniques.
- Responsible for clothing purchases and management of clothing budget for the unit.

Holy Family Safety Project (2014 – present)

Therapeutic Group Co-Leader

- Co-lead therapeutic groups in the community for children aged 8 - 18 who have witnessed domestic violence.
- Document activities and participation level of each child on a weekly basis.

Certifications

Red Cross First Aid, CPR and AED; MAP Certified Medication Administration; CPI Non-Violent Crisis Intervention; Fire Safety Group Leader.

Education

Salem State University – Salem, MA

Master of Education in School Counseling Grades 5-12 (in process)

University of Lowell – Lowell, MA

Bachelor of Arts: Psychology (1989)

Studies: Child Psychology and Development

References

Furnished Upon Request

Heather M. O'Neil, LMHC

EDUCATION: *Master of Science, Counseling Psychology, December 2003*
 Summa Cum Laude
 Salem State College, Salem, MA
 Bachelor of Arts, Social Sciences - Psychology, May 2000
 Bradford College, Bradford, MA 01835

QUALIFICATIONS: Licensed Mental Health Counselor, MA license 6516

**PROFESSIONAL
EXPERIENCE:**

February 2019-present Director of Community Based Acute Treatment Program, St. Ann's Home

- Responsible for the clinical and administrative oversight of the CBAT & TCU programs, including 4 Master's level clinicians
- Responsible for the managerial oversight of the Residential unit for CBAT staff and residents
- Assure that standards and CBAT program specifications of funding sources and licensing agencies are met
- Provide support for users for electronic health record system
- Run Mental Health Clinic as listed below

December 2013-present Director of Community Outreach Services, St. Ann's Home

- Responsible for the clinical and administrative oversight of the Mental Health Clinic, Intensive Family Intervention program, and CBHI services
- Lead a team of 10 full time clinicians, 2 Master's level clinical interns, 2 Doctoral level interns, and 2 Therapeutic Mentors
- Participate in Management Team with all agency Program Directors
- Maintain positive relationships with schools, DCF, Outpatient providers, and other community partners
- Assure that standards and program specifications of funding sources and licensing agencies are met
- Attend statewide provider meetings to represent St. Ann's community outreach
- Provide individual supervision to clinicians
- Assisted in the selection, development, and implementation of a new Electronic Health Record for the agency
- Continued Outpatient Assistant Director duties as described below

October 2009-2013 Assistant Director of Outpatient, CBAT&TCU Programs, St. Ann's Home, Methuen

- Provide clinical supervision and administrative supervision to staff of 9 outpatient therapists
 - Assign cases for individual and family therapy, assist clinicians with structuring caseloads
 - Review individual cases with clinicians to assess progress and goals
 - Manage crisis situations and crisis calls from clinicians and client
 - Conduct performance evaluations of clinicians
- Manage daily operations of the outpatient department
 - Manage referrals to outpatient clinic and CBHI services

- Collaborate with community mental health agencies, school systems, and state agencies
- Update statewide reports for access to care
- Facilitate and maintain communication between clinicians and upper management across various departments within the agency
- Ensure compliance to Mass Health insurance performance specifications of the Outpatient program, CBHI services, Community Based Acute treatment program, and Transitional Care Unit program.
- Well-versed on mental health service protocols of MBHP, Beacon Health, and Network Health.
- Lead admission, discharge, and systems meetings for the CBAT and TCU programs
- Provide administrative supervision to Psychology Doctoral program interns
- Administrator role on Virtual Gateway, responsible for monitoring CANS reports for Mass Health insurance clients
- Maintained duties from Senior Clinician role, listed below

2008-2009 *Senior Clinician, St. Ann's Home*

- Co-chair of CBAT/TCU meetings
- Provided training and on-going support to therapists on use of MSDP (Massachusetts Standardized Documentation Project) forms and policies
- Trained on the Children's Behavioral Health Initiative system of care, and how to implement policies and services. Developed and led training for staff on new CBHI programs
- Collaborate daily with Outpatient/CBAT Program Director
- Continued position and maintained responsibilities of outpatient therapist as listed below

2004-2008 *Outpatient Therapist, St. Ann's Home, Methuen, MA*

- Provide home and school-based therapy to children, adolescents, and families
- Complete diagnostic summaries, comprehensive assessments, psychosocial history, treatment plans, and CANS assessments
- Collaborate with school systems, social service agencies, and other providers.
- Provide individual and family therapy as a Community Based Acute Treatment (CBAT) therapist, serving children and families in crisis

2004 *Family Therapist, The Home for Little Wanderers, Cambridge, MA*

- Provide home-based individual and family therapy to clients in crisis
- Formulate assessments, treatment plans, and discharge recommendations
- Coordinate case management and wrap-around services

2003-2004 *House Counselor, Health & Education Services, Haverhill, MA*

- Responsible for direct care of children ages 6-12 in a residential setting

2002-2004 *Counseling Intern, Salem Center for Therapy, Training, & Research, Salem, MA*

- Member of co-therapy team working with children, couples, and families