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

Lori A. Shibiouette
 Commissioner

Katja S. Fox
 Director

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January 29, 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 **Retroactively** amend existing **Sole Source** contracts with the vendors listed in **bold** below to continue a statewide system of Doorways that provide access to substance use disorder treatment and recovery services and supports, by exercising renewal options by increasing the total price limitation by \$2,731,933 from \$34,024,519 to \$36,756,452 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 97.28% Federal and 2.72% Other Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	177220 -B002	Berlin	\$1,949,517	\$0	\$1,949,517	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
Concord Hospital, Inc., Concord, NH	177653 -B003	Concord	\$2,688,794	\$0	\$2,688,794	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10) A2: 6/24/20 (Item #31)
Granite Pathways, Concord, NH	228900 -B001	Concord	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	177162 -B011	Littleton	\$2,160,689	\$0	\$2,160,689	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)

LRGHealthcare Laconia, NH	177181 -B006	Laconia	\$2,317,076	\$0	\$2,317,076	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Mary Hitchcock Memorial Hospital, Lebanon, NH	177651 -B001	Lebanon	\$4,349,314	\$963,217	\$5,312,531	O: 10/31/18 Item #17A A1:11/14/19 (Item #11) A2: 9/18/19, (Item #20) A3: 6/24/20 (Item #31)
The Cheshire Medical Center, Keene, NH	155405 -B001	Keene	\$3,063,740	\$0	\$3,063,740	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Wentworth- Douglass, Hospital, Dover, NH	177187 -B001	Dover	\$4,109,399	\$0	\$4,109,399	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20) A2: 6/24/20 (Item #31)
Catholic Medical Center, Manchester, NH	177240 -B003	Greater Manchester	\$4,919,123	\$0	\$4,919,123	O: 3/11/20 (Item #9A)
Southern New Hampshire Health System, Inc., Nashua, NH	177321 -R004	Greater Nashua	\$1,570,988	\$1,768,716	\$3,339,704	O: 3/11/20 (Item #9A)
		Total	\$34,024,519	\$2,731,933	\$36,756,452	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 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 and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

This request represents the remaining two (2) of nine (9) requests for Access and Delivery Hub for Opioid Use Disorder Services. The Department presented the first seven (7) requests Governor and Executive Council on February 3, 2021, Item #10.

The purpose of this request is to continue providing services through the Doorways by utilizing unexpended funds from the first round of State Opioid Response funding, adding funding from the second round of State Opioid Response, and adding funding to address the needs of individuals with substance use disorders not covered under State Opioid Response.

Approximately 1,000 individuals will be served from September 30, 2020 to September 29, 2021.

The contractors will continue providing a network of Doorways to ensure every resident in New Hampshire has access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through the Doorways 24 hours, seven (7) days a week, to ensure no one in New Hampshire has to travel more than 60 minutes to access services.

The Doorways' services provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants are also being seen and referred to the appropriate services by the Doorways.

The Department will monitor contracted services using the following methods:

- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls.
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

As referenced in Exhibit C-1 Revisions to Standard Contract Language, Paragraph 3. Renewals, or Exhibit A, Revisions to Standard Contract Provisions, Subsection 1 – Revisions to Form P-37, General Provisions, in the case of Catholic Medical Center and Southern New Hampshire Health System, Inc., of the original contracts the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

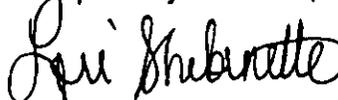
Should the Governor and Council not authorize this request, individuals seeking treatment for opioid use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Areas served: Statewide.

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

05-85-82-830619-7040000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT 100% Federal Funds CFDA #63.788 FAIN H79T081885 and H79T083326

Androscoggin Valley Vendor # 177220

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 234,250.00		\$ 234,250.00
2020	102/500731	Contracts for Program Services	92057040	\$ 652,965.00		\$ 652,965.00
2021	102/500731	Contracts for Program Services	92057040	\$ 201,283.00		\$ 201,283.00
2021	102/500731	Contracts for Program Services	92057047	\$ 181,000.00		\$ 181,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 436,644.00		\$ 436,644.00
2022	102/500731	Contracts for Program Services	92057048	\$ 218,333.00		\$ 218,333.00
		Sub Total		\$ 1,934,517.00	\$ -	\$ 1,934,517.00

Concord

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 262,773.00		\$ 262,773.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,325,131.00		\$ 1,325,131.00
2021	102/500731	Contracts for Program Services	92057040	\$ 236,916.00		\$ 236,916.00
2021	102/500731	Contracts for Program Services	92057047	\$ 166,000.00		\$ 166,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 400,000.00		\$ 400,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ 200,000.00		\$ 200,000.00
		Sub Total		\$ 2,590,820.00	\$ -	\$ 2,590,820.00

Chester

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 611,287.00		\$ 611,287.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,127,557.00		\$ 1,127,557.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,033.00		\$ 205,033.00
2021	102/500731	Contracts for Program Services	92057047	\$ 229,925.00		\$ 229,925.00
2021	102/500731	Contracts for Program Services	92057048	\$ 532,304.00		\$ 532,304.00
2022	102/500731	Contracts for Program Services	92057048	\$ 266,152.00		\$ 266,152.00
		Sub Total		\$ 2,972,258.00	\$ -	\$ 2,972,258.00

Grants Pathways Manchester

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,331,471.00	\$ -	\$ 1,331,471.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,349,699.00	\$ -	\$ 2,349,699.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,681,170.00	\$ -	\$ 3,681,170.00

Grants Pathways Nashua

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,348,973.00	\$ -	\$ 1,348,973.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,865,736.00	\$ -	\$ 1,865,736.00
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2021	102/500731	Contracts for Program Services	92057040	\$ -	\$ -	\$ -
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ -	\$ -
		Sub Total		\$ 3,214,709.00	\$ -	\$ 3,214,709.00

Littleton Regional

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 239,135.00		\$ 239,135.00
2020	102/500731	Contracts for Program Services	92057040	\$ 882,805.00		\$ 882,805.00
2021	102/500731	Contracts for Program Services	92057040	\$ 203,750.00		\$ 203,750.00
2021	102/500731	Contracts for Program Services	92057047	\$ 175,000.00		\$ 175,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 423,333.00		\$ 423,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ 211,666.00		\$ 211,666.00
		Sub Total		\$ 2,135,689.00	\$ -	\$ 2,135,689.00

LRGHealthcare

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 500,000.00		\$ 500,000.00
2020	102/500731	Contracts for Program Services	92057040	\$ 642,114.00		\$ 642,114.00
2021	102/500731	Contracts for Program Services	92057040	\$ 205,000.00		\$ 205,000.00
2021	102/500731	Contracts for Program Services	92057047	\$ 178,000.00		\$ 178,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 430,000.00		\$ 430,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ 215,000.00		\$ 215,000.00
		Sub Total		\$ 2,170,114.00	\$ -	\$ 2,170,114.00

Mary Hitchcock

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 1,390,347.00	\$ (940,310.00)	\$ 449,937.00
2020	102/500731	Contracts for Program Services	92057040	\$ 2,575,109.00	\$ -	\$ 2,575,109.00
2021	102/500731	Contracts for Program Services	92057040	\$ 383,958.00	\$ -	\$ 383,958.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 430,000.00	\$ 430,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 947,333.00	\$ 947,333.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 473,666.00	\$ 473,666.00
		Sub Total		\$ 4,349,414.00	\$ 910,689.00	\$ 5,260,003.00

Wentworth Doudless

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ 537,063.00		\$ 537,063.00
2020	102/500731	Contracts for Program Services	92057040	\$ 1,806,752.00		\$ 1,806,752.00
2021	102/500731	Contracts for Program Services	92057040	\$ 240,675.00		\$ 240,675.00
2021	102/500731	Contracts for Program Services	92057047	\$ 299,000.00		\$ 299,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ 691,360.00		\$ 691,360.00
2022	102/500731	Contracts for Program Services	92057048	\$ 345,680.00		\$ 345,680.00
		Sub Total		\$ 3,820,530.00	\$ -	\$ 3,820,530.00

Catholic Medical Center

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 345,019.00		\$ 345,019.00
2021	102/500731	Contracts for Program Services	92057040	\$ 724,614.00		\$ 724,614.00
2021	102/500731	Contracts for Program Services	92057047	\$ 802,501.00		\$ 802,501.00
2021	102/500731	Contracts for Program Services	92057048	\$ 1,846,000.00		\$ 1,846,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ 933,000.00		\$ 933,000.00
		Sub Total		\$ 4,641,134.00	\$ -	\$ 4,641,134.00

Southern New Hampshire Health Systems, Inc.

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Amount	Increase (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	92057040	\$ -		\$ -
2020	102/500731	Contracts for Program Services	92057040	\$ 1,048,716.00	\$ (825,474.00)	\$ 223,242.00
2021	102/500731	Contracts for Program Services	92057040	\$ 522,272.00		\$ 522,272.00
2021	102/500731	Contracts for Program Services	92057047	\$ -	\$ 580,000.00	\$ 580,000.00
2021	102/500731	Contracts for Program Services	92057048	\$ -	\$ 1,280,000.00	\$ 1,280,000.00
2022	102/500731	Contracts for Program Services	92057048	\$ -	\$ 640,000.00	\$ 640,000.00
		Sub Total		\$ 1,570,988.00	\$ 1,674,526.00	\$ 3,245,514.00
		Total BOR		\$ 33,171,243.00	\$ 2,585,215.00	\$ 35,756,458.00

08-88-82-020810-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Vendor # 17720

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 18,750.00		\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ 6,250.00		\$ 6,250.00
		Sub Total		\$ 25,000.00	\$ -	\$ 25,000.00

Concord

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 73,481.00		\$ 73,481.00
2022	102/500731	Contracts for Program Services	92058501	\$ 24,493.00		\$ 24,493.00
		Sub Total		\$ 97,974.00	\$ -	\$ 97,974.00

Chester

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 68,612.00		\$ 68,612.00
2022	102/500731	Contracts for Program Services	92058501	\$ 22,870.00		\$ 22,870.00
		Sub Total		\$ 91,482.00	\$ -	\$ 91,482.00

Littleton Regional

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 18,750.00		\$ 18,750.00
2022	102/500731	Contracts for Program Services	92058501	\$ 6,250.00		\$ 6,250.00
		Sub Total		\$ 25,000.00	\$ -	\$ 25,000.00

LRGHealthcare

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 110,222.00		\$ 110,222.00
2022	102/500731	Contracts for Program Services	92058501	\$ 36,740.00		\$ 36,740.00
		Sub Total		\$ 146,962.00	\$ -	\$ 146,962.00

Mary Hitchcock

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 39,396.00		\$ 39,396.00
2022	102/500731	Contracts for Program Services	92058501	\$ 13,132.00		\$ 13,132.00
		Sub Total		\$ 52,528.00	\$ -	\$ 52,528.00

Wentworth Doudless

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 141,652.00		\$ 141,652.00
2022	102/500731	Contracts for Program Services	92058501	\$ 47,217.00		\$ 47,217.00
		Sub Total		\$ 188,869.00	\$ -	\$ 188,869.00

Catholic Medical Center

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501	\$ 208,492.00		\$ 208,492.00
2022	102/500731	Contracts for Program Services	92058501	\$ 69,497.00		\$ 69,497.00
		Sub Total		\$ 277,989.00	\$	\$ 277,989.00

Southern New Hampshire Health Systems, Inc.

State Fiscal Year	Class / Account	Class Title	Job Number	Increase (Decrease)	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	92058501		\$ 70,643.00	\$ 70,643.00
2022	102/500731	Contracts for Program Services	92058501		\$ 23,547.00	\$ 23,547.00
		Sub Total		\$	\$ 94,190.00	\$ 94,190.00
		Total Gov Commission		\$ 853,276.00	\$ 144,718.00	\$ 998,994.00
		Total All		\$ 34,024,518.00	\$ 2,791,933.00	\$ 36,754,452.00



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 4th Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), as amended on November 14, 2018, (Item #11), September 18, 2019 (Item #20), and on June 24, 2020, (Item #31) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,312,531.
3. Modify Exhibit A Amendment #2, Scope of Services, by replacing in its entirety with Exhibit A Amendment #4 Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by \$470,155, which is identified as unspent funding of which \$247,341 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020) as specified in Exhibit B-5 Amendment #4 Overnight & Weekend Clinical Telephone Services NCE; and of which \$222,814 is being carried forward to fund activities in this agreement for SFY 21 (January 1, 2021 through June 30, 2021), as specified, in part, in Exhibit B-7 Amendment #4 SOR II.
6. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by \$470,155, which is identified as unspent funding of which \$182,659 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-6 Amendment #3 NCE; and of which \$287,496 is

Mary Hitchcock Memorial Hospital

Amendment #4

Contractor Initials

OS
JL



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

being carried forward to fund activities in this agreement for SFY 21 (January 1, 2021 through June 30, 2021) in the amount of \$287,496, as specified, in part, in Exhibit B-10 Amendment #3 SOR II.

7. Add Exhibit B-5 Amendment #4 After Hours Program NCE, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 Amendment #4 NCE, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-7 Amendment #4 SOR II, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-8 Amendment #4 SOR II, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-9 Amendment #4 GovComm, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-10 Amendment #4 SOR II, which is attached hereto and incorporated by reference herein.
13. Add Exhibit B-11 Amendment #4 GovComm, which is attached hereto and incorporated by reference herein.
14. Add Exhibit B-12 Amendment #4 SORII, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect. This amendment shall be effective September 29, 2020, upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/28/2021
Date

DocuSigned by:
Katja Fox
209D65B04C83442...
Name: Katja Fox
Title: director

Mary Hitchcock Memorial Hospital

1/28/2021
Date

DocuSigned by:
Jennifer Lopez
0903304B23304D6...
Name: Jennifer Lopez
Title: Director of Research Operations Finance



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/30/2021
Date

DocuSigned by:

D66A0202E0204AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



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Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future 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.
- 1.3. All Exhibits B-1 Amendment #3 through K are attached hereto and incorporated by reference herein.

2. Statement of Work

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
 - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
 - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
 - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.

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- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
 - 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in-Section 5. Staffing.
 - 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
 - 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
 - 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
 - 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
 - 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
 - 2.6.1.2.2. Other services offered or provided to the client.
 - 2.6.2. Collaborating with the Department to:
 - 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
 - 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
 - 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
 - 2.6.3.1. Patient demographics.
 - 2.6.3.2. Referrals made, accepted, and outstanding.
 - 2.6.3.3. Services rendered.

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- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
- 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
 - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
- 2.11.1. Ensure regional community partners include, but are not limited to:
 - 2.11.1.1. Municipal leaders.
 - 2.11.1.2. Regional Public Health Networks.
 - 2.11.1.3. Continuum of Care Facilitators.
 - 2.11.1.4. Health care providers.
 - 2.11.1.5. Social services providers.
 - 2.11.1.6. Other stakeholders, as appropriate.
 - 2.11.2. Ensure meeting agendas include, but are not limited to:
 - 2.11.2.1. Receiving input on successes of services.

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- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
 - 2.12.1. Naloxone use.
 - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
 - 2.12.3. Reducing overdose related fatalities.

3. Scope of Work for Doorway Activities

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
 - 3.1.1. Hours of operation that includes:
 - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
 - 3.1.1.2. Overnight, weekend, and holiday clinical telephone services for the Doorway system as defined in Exhibit A-3.
 - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
 - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
 - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
 - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
 - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:

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- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
 - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
 - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
 - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
 - 3.1.8.1. Determination of an initial ASAM level of care.
 - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
 - 3.1.8.2.1. Physical health needs.
 - 3.1.8.2.2. Mental health and other behavioral health needs.
 - 3.1.8.2.3. Peer recovery support services needs.
 - 3.1.8.2.4. Social services needs.
 - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
 - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
 - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
 - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or

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- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
 - 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
 - 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
- 3.1.9.1. Veterans and service members.
 - 3.1.9.2. Pregnant, postpartum, and parenting women.
 - 3.1.9.3. DCYF involved families.
 - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
 - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
- 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
 - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
 - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
 - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
 - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
 - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.

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- 3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:
 - 3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.
 - 3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.
 - 3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.
- 3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:
 - 3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;
 - 3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;
 - 3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;
 - 3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;
 - 3.1.10.5.3.5. Provision of clothing appropriate for cold weather, job interviews, or work; and

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- 3.1.10.5.3.6. Other uses preapproved in writing by the Department.
- 3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:
 - 3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher guidance and related procedures to determine eligibility for respite shelter resources based on criteria that include but are not limited to confirming an individual is:
 - 3.1.10.5.4.1.1. A Doorway client;
 - 3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and
 - 3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.
- 3.1.11. Continuous case management services which include, but are not limited to:
 - 3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.
 - 3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.
 - 3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.
 - 3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service

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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.

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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
 - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
 - 3.1.11.7.1.2. Identifying client needs.
 - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
 - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
 - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
 - 3.1.11.8.2. Six (6) months post intake into Doorway services.
 - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,

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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
 - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
 - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
 - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
 - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
 - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
 - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
 - 3.6.1. Privacy notices and consent forms.
 - 3.6.2. Conflict of interest and financial assistance documentation.

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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
 - 3.6.7.1. 2-1-1 NH.
 - 3.6.7.2. Other Doorway partners.
 - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

4. Additional Scope for Overnight Call Services

- 4.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Doorways at the following locations, unless an alternative been approved by the Department:
 - 4.1.1. Concord.
 - 4.1.2. Lebanon.
 - 4.1.3. Keene.
 - 4.1.4. Laconia.
 - 4.1.5. Manchester.
 - 4.1.6. Nashua.
 - 4.1.7. Littleton.
 - 4.1.8. Berlin.
 - 4.1.9. Dover.
- 4.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:
 - 4.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.
 - 4.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.
 - 4.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department.

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- 4.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:
- 4.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.
 - 4.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.
- 4.4. The Contractor shall ensure that telephonic services provided to include, at a minimum:
- 4.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.
 - 4.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.
 - 4.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.
 - 4.4.3. Screening.
 - 4.4.4. Coordinating with shelters or emergency services, as needed.
 - 4.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:
 - 4.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
 - 4.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible, which will be sent to the client's preferred Doorway.
 - 4.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when possible, which will be sent to the client's preferred Doorway.
 - 4.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Doorway in order for the client to obtain an evaluation and referral services, if determined necessary.

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- 4.4.7. Ensuring the client's preferred Doorway receives information on the outcome and events of the call for continued client follow-up and care.
- 4.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.
- 4.6. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:
 - 4.6.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:
 - 4.6.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;
 - 4.6.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;
 - 4.6.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.
 - 4.6.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.
- 4.7. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Doorway.
- 4.8. The Contractor shall collaborate with each of the nine (9) Doorway locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Doorway in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 4.2.
- 4.9. The Contractor shall market and advertise Doorway services in accordance with the shared marketing strategy that will be defined by all nine (9) Doorway locations in collaboration with the Department.

5. Subcontracting for the Doorways

- 5.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.

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- 5.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
 - 5.2.1. Screening;
 - 5.2.2. Assessment;
 - 5.2.3. Evaluation;
 - 5.2.4. Referral;
 - 5.2.5. Continuous case management;
 - 5.2.6. GPRA data completion; and
 - 5.2.7. Naloxone distribution.
- 5.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 5.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.
- 5.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

6. Staffing

- 6.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
 - 6.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
 - 6.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
 - 6.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

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- 6.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 6.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 6.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 6.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 6.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
 - 6.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
 - 6.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 6.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
 - 6.7.1. For all clinical staff:
 - 6.7.1.1. Suicide prevention and early warning signs.
 - 6.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
 - 6.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 6.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
 - 6.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
 - 6.7.2. For recovery support staff and other non-clinical staff working directly with clients:

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- 6.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
- 6.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
- 6.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
- 6.7.2.4. An approved ethics course within twelve (12) months of hire.
- 6.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 6.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
 - 6.7.4.1. The contract requirements.
 - 6.7.4.2. All other relevant policies and procedures provided by the Department.
- 6.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 6.9. The Contractor shall notify the Department in writing:
 - 6.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.
 - 6.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
- 6.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 6.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as

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described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

7. Records.

7.1. The Contractor shall maintain the following records, to be provided to the Department upon request:

7.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.

7.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, 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.

7.1.3. 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.

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

8. Health Insurance Portability and Accountability Act and Confidentiality:

8.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

8.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with

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their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

9. Reporting Requirements.

- 9.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 9.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
- 9.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 9.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
 - 9.4.1. Call counts.
 - 9.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
 - 9.4.3. Reason types.
 - 9.4.4. Count of clinical evaluations.
 - 9.4.5. Count of referrals made and type.

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- 9.4.6. Naloxone distribution.
- 9.4.7. Referral statuses.
- 9.4.8. Recovery monitoring contacts.
- 9.4.9. Service wait times, flex fund utilization.
- 9.4.10. Respite shelter utilization.
- 9.4.11. Number of phone calls received
- 9.4.12. Nature of each phone call.
- 9.4.13. Percentage of total callers who hang up before reaching a clinician.
- 9.4.14. Average amount of time it takes for the call to be answered by a clinician..
- 9.4.15. Average amount of time a clinician spends speaking with the caller.
- 9.4.16. Percentage of callers that received a busy tone when they call.
- 9.4.17. Caller demographics and information when available including, but not limited to:
 - 9.4.17.1. Substance of choice.
 - 9.4.17.2. Housing issues.
 - 9.4.17.3. Criminal Justice issues.
 - 9.4.17.4. Employment issues.
- 9.4.18. Caller location.
- 9.4.19. Emergency/Imminent Risk Involvement/Level of Urgency.
- 9.4.20. Services sought.
- 9.4.21. Outcome of each phone call including, but not limited to:
 - 9.4.21.1. Referrals to Doorway for services and clinical evaluation.
 - 9.4.21.2. Information and resources provided via the phone.
- 9.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 9.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 9.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

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EXHIBIT A – Amendment #4

10. Performance Measures

- 10.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 10.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

11. Contract Management

- 11.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 11.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
 - 11.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
 - 11.2.2. Ensure the Department is provided with access that includes but is not limited to:
 - 11.2.2.1. Data.
 - 11.2.2.2. Financial records:
 - 11.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
 - 11.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
 - 11.2.2.5. Scheduled access to Contractor principals and staff.
- 11.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

12. SOR Grant Standards

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- 12.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 12.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 12.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 12.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 12.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 12.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 12.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 12.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 12.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 12.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 12.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

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EXHIBIT A – Amendment #4

- 12.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
- 12.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
- 12.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
- 12.11.4. Attestations will be provided to the Contractor by the Department.
- 12.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 12.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 12.12.1. Invoicing.
 - 12.12.2. Funding restrictions.
 - 12.12.3. Billing.

13. Data Management Requirements

- 13.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

14. Termination Report/Transition Plan

- 14.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (15) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 14.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 14.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

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- 14.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 14.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

15. Credits and Copyright Ownership

- 15.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 15.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

16. Operation of Facilities: Compliance with Laws and Regulations

- 16.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be

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required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Equal Employment Opportunity Plan (EEOP)

- 17.1. The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

18. Equipment Purchases

- 18.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 18.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

19. Compliance with Federal and State Laws

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

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

19.3. Documentation

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

19.4. Fair Hearings

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

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EXHIBIT B Amendment #4

Methods and Conditions Precedent to Payment

1. This Agreement is funded by:
 - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
 - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.
2. Governor Commission Funds
 - 2.1. The Contractor shall utilize funds in Exhibit B-9 Amendment #3 GovComm and Exhibit B-11 Amendment #3 GovComm for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
 - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR §200.330.
 - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 3.3. In accordance with 2 CFR §200.414, the Contractor's federally approved Indirect Cost is 31%.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services through Exhibit B-11 Amendment #4 GovComm.
5. The Contractor shall seek payment for services, as follows:
 - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 5.2. Second, the Contractor shall charge Medicare.
 - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.

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- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
- 6. The Contractor shall submit an invoice in a form satisfactory to the State by the 25th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
 - 6.1. Backup documentation includes, but is not limited to:
 - 6.1.1. General Ledger showing revenue and expenses for the contract.
 - 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 6.1.2.1. Time cards shall be aligned to the Contractor's bi-weekly payroll schedule(s).
 - 6.1.2.2. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 6.1.2.3. Attestation and time tracking templates, which are available to the Department upon request.
 - 6.1.3. Invoices supporting expenses reported:
 - 6.1.3.1. Unallowable expenses include, but are not limited to:
 - 6.1.3.1.1. Amounts belonging to other programs.
 - 6.1.3.1.2. Amounts prior to effective date of contract.
 - 6.1.3.1.3. Construction or renovation expenses.
 - 6.1.3.1.4. Food or water for employees.
 - 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide

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EXHIBIT B Amendment #4

marijuana or treatment using marijuana.

6.1.3.1.6. Fines, fees, or penalties.

6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

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

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

9. The Contractor agrees that billing submitted for review 25 business days after the last day of the billing month may be subject to non-payment.

10. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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

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EXHIBIT B Amendment #4

12. The Contractor must provide the services in Exhibit A Amendment #4, Scope of Services, in compliance with funding requirements.
13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #4 Scope of Services, including failure to submit required monthly and/or quarterly reports.
14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
 - 15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 15.4. 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.

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EXHIBIT B Amendment #4

- 15.5. 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.

Exhibit B-5 Amendment #4 Overnight Weekend Clinical Telephone Services NCE

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Contractor Name: Mary Hitchcock Memorial Hospital									
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services SS-2019-BDAS-05-ACCES-04									
Budget Period: SFY21 09/30/20-12/31/20 (NCE)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 144,189.00	\$ 44,696.00	\$ 188,887.00	\$ -	\$ -	\$ -	\$ 144,189.00	\$ 44,696.00	\$ 188,887.00
2. Employee Benefits	\$ 42,927.00	\$ 13,307.00	\$ 56,234.00	\$ -	\$ -	\$ -	\$ 42,927.00	\$ 13,307.00	\$ 56,234.00
3. Consultants			\$ -	\$ -	\$ -	\$ -			\$ -
4. Equipment			\$ -	\$ -	\$ -	\$ -			\$ -
5. Supplies			\$ -	\$ -	\$ -	\$ -			\$ -
6. Travel	\$ 331.00	\$ 103.00	\$ 434.00	\$ -	\$ -	\$ -	\$ 331.00	\$ 103.00	\$ 434.00
7. Occupancy			\$ -	\$ -	\$ -	\$ -			\$ -
8. Current Expenses	\$ 125.00	\$ 39.00	\$ 164.00	\$ -	\$ -	\$ -	\$ 125.00	\$ 39.00	\$ 164.00
9. Software	\$ 364.00	\$ 113.00	\$ 477.00	\$ -	\$ -	\$ -	\$ 364.00	\$ 113.00	\$ 477.00
10. Marketing/Communications	\$ 497.00	\$ 154.00	\$ 651.00	\$ -	\$ -	\$ -	\$ 497.00	\$ 154.00	\$ 651.00
11. Staff Education and Training	\$ 377.00	\$ 117.00	\$ 494.00	\$ -	\$ -	\$ -	\$ 377.00	\$ 117.00	\$ 494.00
12. Subcontract/Agreements			\$ -	\$ -	\$ -	\$ -			\$ -
13. Other (specific details mandatory):			\$ -	\$ -	\$ -	\$ -			\$ -
Flex Funds			\$ -	\$ -	\$ -	\$ -			\$ -
Netexone			\$ -	\$ -	\$ -	\$ -			\$ -
Respite Vouchers			\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL	\$ 188,810.00	\$ 58,531.00	\$ 247,341.00	\$ -	\$ -	\$ -	\$ 188,810.00	\$ 58,531.00	\$ 247,341.00
Indirect As A Percent of Direct 31.0%									

Exhibit B-6 Amendment #4 NCE

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH\$ contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,285.00	\$ 17,138.00	\$ 72,423.00	\$ -	\$ -	\$ -	\$ 55,285.00	\$ 17,138.00	\$ 72,423.00
2. Employee Benefits	\$ 16,300.00	\$ 5,053.00	\$ 21,353.00	\$ -	\$ -	\$ -	\$ 16,300.00	\$ 5,053.00	\$ 21,353.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,484.00	\$ 784.00	\$ 3,228.00	\$ -	\$ -	\$ -	\$ 2,484.00	\$ 784.00	\$ 3,228.00
6. Travel	\$ 215.00	\$ 87.00	\$ 282.00	\$ -	\$ -	\$ -	\$ 215.00	\$ 87.00	\$ 282.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 809.00	\$ 189.00	\$ 998.00	\$ -	\$ -	\$ -	\$ 809.00	\$ 189.00	\$ 998.00
11. Staff Education and Training	\$ 1,740.00	\$ 539.00	\$ 2,279.00	\$ -	\$ -	\$ -	\$ 1,740.00	\$ 539.00	\$ 2,279.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 11,844.00	\$ 3,872.00	\$ 15,516.00	\$ -	\$ -	\$ -	\$ 11,844.00	\$ 3,872.00	\$ 15,516.00
Naloxone	\$ 36,242.00	\$ 11,235.00	\$ 47,477.00	\$ -	\$ -	\$ -	\$ 36,242.00	\$ 11,235.00	\$ 47,477.00
Respite Vouchers	\$ 14,735.00	\$ 4,568.00	\$ 19,303.00	\$ -	\$ -	\$ -	\$ 14,735.00	\$ 4,568.00	\$ 19,303.00
TOTAL	\$ 139,434.00	\$ 43,225.00	\$ 182,659.00	\$ -	\$ -	\$ -	\$ 139,434.00	\$ 43,225.00	\$ 182,659.00
Indirect As A Percent of Direct		31.0%							

Exhibit B-7 Amendment #4 SOR II

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY21 01/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 291,479.00	\$ 90,358.00	\$ 381,837.00	\$ -	\$ -	\$ -	\$ 291,479.00	\$ 90,358.00	\$ 381,837.00
2. Employee Benefits	\$ 86,778.00	\$ 26,901.00	\$ 113,679.00	\$ -	\$ -	\$ -	\$ 86,778.00	\$ 26,901.00	\$ 113,679.00
3. Consultants			\$ -	\$ -	\$ -	\$ -			\$ -
4. Equipment			\$ -	\$ -	\$ -	\$ -			\$ -
5. Supplies			\$ -	\$ -	\$ -	\$ -			\$ -
6. Travel	\$ 699.00	\$ 207.00	\$ 876.00	\$ -	\$ -	\$ -	\$ 699.00	\$ 207.00	\$ 876.00
7. Occupancy			\$ -	\$ -	\$ -	\$ -			\$ -
8. Current Expenses	\$ 253.00	\$ 78.00	\$ 331.00	\$ -	\$ -	\$ -	\$ 253.00	\$ 78.00	\$ 331.00
9. Software	\$ 736.00	\$ 228.00	\$ 964.00	\$ -	\$ -	\$ -	\$ 736.00	\$ 228.00	\$ 964.00
10. Marketing/Communications	\$ 1,004.00	\$ 311.00	\$ 1,315.00	\$ -	\$ -	\$ -	\$ 1,004.00	\$ 311.00	\$ 1,315.00
11. Staff Education and Training	\$ 782.00	\$ 236.00	\$ 998.00	\$ -	\$ -	\$ -	\$ 782.00	\$ 236.00	\$ 998.00
12. Subcontracts/Agreements			\$ -	\$ -	\$ -	\$ -			\$ -
13. Other (specific details mandatory)			\$ -	\$ -	\$ -	\$ -			\$ -
			\$ -	\$ -	\$ -	\$ -			\$ -
			\$ -	\$ -	\$ -	\$ -			\$ -
			\$ -	\$ -	\$ -	\$ -			\$ -
TOTAL	\$ 381,881.00	\$ 118,319.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 381,881.00	\$ 118,319.00	\$ 500,000.00
Indirect As A Percent of Direct			31.0%						

Exhibit B-8 Amendment #4 SOR II

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY22 07/01/21-09/29/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 147,065.00	\$ 45,500.00	\$ 192,565.00	\$ -	\$ -	\$ -	\$ 147,065.00	\$ 45,500.00	\$ 192,565.00
2. Employee Benefits	\$ 43,894.00	\$ 13,007.00	\$ 57,501.00	\$ -	\$ -	\$ -	\$ 43,894.00	\$ 13,007.00	\$ 57,501.00
3. Consultants	\$ 13,700.00	\$ 4,247.00	\$ 17,947.00	\$ -	\$ -	\$ -	\$ 13,700.00	\$ 4,247.00	\$ 17,947.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,800.00	\$ 558.00	\$ 2,358.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 558.00	\$ 2,358.00
6. Travel	\$ 5,000.00	\$ 1,550.00	\$ 6,550.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 1,550.00	\$ 6,550.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 134.00	\$ 41.00	\$ 175.00	\$ -	\$ -	\$ -	\$ 134.00	\$ 41.00	\$ 175.00
9. Software	\$ 8,800.00	\$ 2,728.00	\$ 11,528.00	\$ -	\$ -	\$ -	\$ 8,800.00	\$ 2,728.00	\$ 11,528.00
10. Marketing/Communications	\$ 250.00	\$ 78.00	\$ 328.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 78.00	\$ 328.00
11. Staff Education and Training	\$ 1,500.00	\$ 465.00	\$ 1,965.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 465.00	\$ 1,965.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 222,143.00	\$ 68,864.00	\$ 291,007.00	\$ -	\$ -	\$ -	\$ 222,143.00	\$ 68,864.00	\$ 291,007.00

Indirect As A Percent of Direct

31.0%

Exhibit B-9 Amendment #4 GovComm

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY21 09/30/20-06/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 16,878.00	\$ 5,232.00	\$ 22,110.00	\$ -	\$ -	\$ -	\$ 16,878.00	\$ 5,232.00	\$ 22,110.00
2. Employee Benefits	\$ 5,367.00	\$ 1,064.00	\$ 7,031.00	\$ -	\$ -	\$ -	\$ 5,367.00	\$ 1,064.00	\$ 7,031.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 500.00	\$ 155.00	\$ 655.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 155.00	\$ 655.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 4,150.00	\$ 1,267.00	\$ 5,437.00	\$ -	\$ -	\$ -	\$ 4,150.00	\$ 1,267.00	\$ 5,437.00
Reimburse Vouchers	\$ 3,178.00	\$ 965.00	\$ 4,163.00	\$ -	\$ -	\$ -	\$ 3,178.00	\$ 965.00	\$ 4,163.00
TOTAL	\$ 30,073.00	\$ 9,323.00	\$ 39,396.00	\$ -	\$ -	\$ -	\$ 30,073.00	\$ 9,323.00	\$ 39,396.00
Indirect As A Percent of Direct		31.0%							

Exhibit B-10 Amendment #4 SOR II

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY21 01/01/21-06/30/21 (SORII)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 135,394.00	\$ 41,972.00	\$ 177,366.00	\$ -	\$ -	\$ -	\$ 135,394.00	\$ 41,972.00	\$ 177,366.00
2. Employee Benefits	\$ 39,918.00	\$ 12,376.00	\$ 52,293.00	\$ -	\$ -	\$ -	\$ 39,918.00	\$ 12,376.00	\$ 52,293.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 6,035.00	\$ 1,871.00	\$ 7,906.00	\$ -	\$ -	\$ -	\$ 6,035.00	\$ 1,871.00	\$ 7,906.00
6. Travel	\$ 528.00	\$ 163.00	\$ 691.00	\$ -	\$ -	\$ -	\$ 528.00	\$ 163.00	\$ 691.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,491.00	\$ 462.00	\$ 1,953.00	\$ -	\$ -	\$ -	\$ 1,491.00	\$ 462.00	\$ 1,953.00
11. Staff Education and Training	\$ 4,290.00	\$ 1,321.00	\$ 5,611.00	\$ -	\$ -	\$ -	\$ 4,290.00	\$ 1,321.00	\$ 5,611.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 29,006.00	\$ 8,992.00	\$ 37,998.00	\$ -	\$ -	\$ -	\$ 29,006.00	\$ 8,992.00	\$ 37,998.00
Naloxone	\$ 86,758.00	\$ 27,515.00	\$ 116,273.00	\$ -	\$ -	\$ -	\$ 86,758.00	\$ 27,515.00	\$ 116,273.00
Respite Vouchers	\$ 36,067.00	\$ 11,187.00	\$ 47,274.00	\$ -	\$ -	\$ -	\$ 36,067.00	\$ 11,187.00	\$ 47,274.00
TOTAL	\$ 341,475.00	\$ 105,858.00	\$ 447,333.00	\$ -	\$ -	\$ -	\$ 341,475.00	\$ 105,858.00	\$ 447,333.00

Indirect As A Percent of Direct

31.0%

Exhibit B-11 Amendment #4 GovComm

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY22 07/01/21-09/30/21 (GovComm)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,794.00	\$ 1,798.00	\$ 7,590.00	\$ -	\$ -	\$ -	\$ 5,794.00	\$ 1,798.00	\$ 7,590.00
2. Employee Benefits	\$ 1,871.00	\$ 580.00	\$ 2,451.00	\$ -	\$ -	\$ -	\$ 1,871.00	\$ 580.00	\$ 2,451.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 300.00	\$ 93.00	\$ 393.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 93.00	\$ 393.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 1,254.00	\$ 389.00	\$ 1,643.00	\$ -	\$ -	\$ -	\$ 1,254.00	\$ 389.00	\$ 1,643.00
Receipt Vouchers	\$ 805.00	\$ 250.00	\$ 1,055.00	\$ -	\$ -	\$ -	\$ 805.00	\$ 250.00	\$ 1,055.00
TOTAL	\$ 10,024.00	\$ 3,108.00	\$ 13,132.00	\$ -	\$ -	\$ -	\$ 10,024.00	\$ 3,108.00	\$ 13,132.00
Indirect As A Percent of Direct		31.0%							

Exhibit B-12 Amendment #4 SOR II

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

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
SS-2019-BDAS-05-ACCES-04

Budget Period: SFY22 07/01/21-06/30/21 (SOR II)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 65,467.00	\$ 20,295.00	\$ 85,762.00	\$ -	\$ -	\$ -	\$ 65,467.00	\$ 20,295.00	\$ 85,762.00
2. Employee Benefits	\$ 19,629.00	\$ 6,065.00	\$ 25,714.00	\$ -	\$ -	\$ -	\$ 19,629.00	\$ 6,065.00	\$ 25,714.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 2,607.00	\$ 836.00	\$ 3,533.00	\$ -	\$ -	\$ -	\$ 2,607.00	\$ 836.00	\$ 3,533.00
6. Travel	\$ 250.00	\$ 78.00	\$ 328.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 78.00	\$ 328.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 700.00	\$ 217.00	\$ 917.00	\$ -	\$ -	\$ -	\$ 700.00	\$ 217.00	\$ 917.00
11. Staff Education and Training	\$ 750.00	\$ 233.00	\$ 983.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 233.00	\$ 983.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex Funds	\$ 8,746.00	\$ 2,711.00	\$ 11,457.00	\$ -	\$ -	\$ -	\$ 8,746.00	\$ 2,711.00	\$ 11,457.00
Naloxone	\$ 30,000.00	\$ 9,300.00	\$ 39,300.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 9,300.00	\$ 39,300.00
Respite Vouchers	\$ 11,195.00	\$ 3,470.00	\$ 14,665.00	\$ -	\$ -	\$ -	\$ 11,195.00	\$ 3,470.00	\$ 14,665.00
TOTAL	\$ 139,434.00	\$ 43,225.00	\$ 182,659.00	\$ -	\$ -	\$ -	\$ 139,434.00	\$ 43,225.00	\$ 182,659.00

Indirect As A Percent of Direct

31.0%

State of New Hampshire

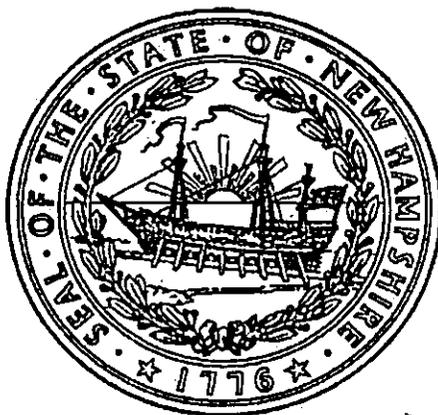
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68517

Certificate Number: 0004905338



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2020.

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

William M. Gardner
Secretary of State



Susan Reeves, EdD, RN, CENP

**Chief Nursing Executive
Dartmouth-Hitchcock Health
Executive Vice President, Research & Education
Dartmouth-Hitchcock**

Dartmouth-Hitchcock Medical Center

One Medical Center Drive
Lebanon, NH 03756-0001
Phone (603) 650-5706
Dartmouth-Hitchcock.org

November 30, 2020

Attorney General
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Attorney General:

At the request of the State of New Hampshire, I am writing to notify you that, as noted in the attached Delegation of Signature Authority from August 25, 2020, in her role as Director of Research Operations and Finance, Jennifer J. Lopez, CSSBB, continues to have authority to sign contracts on behalf of Dartmouth-Hitchcock which have a funding amount not to exceed \$1,000,000 and which have a term of less than five (5) years.

Please do not hesitate to reach out should you require further documentation.

Sincerely,

Susan A. Reeves, EdD, RN, CENP
Chief Nursing Executive
Dartmouth-Hitchcock Health
Executive Vice President, Research & Education
Dartmouth-Hitchcock



Dartmouth-Hitchcock
Dartmouth-Hitchcock Medical Center
1 Medical Center Drive
Lebanon, NH 03756
Dartmouth-Hitchcock.org

CERTIFICATE OF VOTE/AUTHORITY

I, Edward H. Howe, III, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets

“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 21st day of January, 2021

Edward H. Howe, III, Board Chair

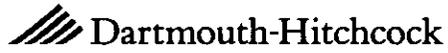
STATE OF NH
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 21 day of January, 2021 by Edward Stansfield.

Faith Johnston
Notary Public
My Commission Expires: 9-21-2021



CERTIFICATE OF INSURANCE				DATE: July 1, 2020		
COMPANY AFFORDING COVERAGE Hamden Assurance Risk Retention Group, Inc. P.O. Box 1687 30 Main Street, Suite 330 Burlington, VT 05401		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
INSURED Dartmouth-Hitchcock Clinic One Medical Center Drive Lebanon, NH 03756 (603)653-6850						
COVERAGES						
The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.						
TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY X CLAIMS MADE OCCURRENCE		0002020-A	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES	\$100,000
					MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	
OTHER					PRODUCTS-COMP/OP AGG	\$1,000,000
PROFESSIONAL LIABILITY CLAIMS MADE OCCURENCE					EACH CLAIM	
					ANNUAL AGGREGATE	
OTHER						
DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)						
Certificate is issued as evidence of insurance only.						
CERTIFICATE HOLDER						
NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. AUTHORIZED REPRESENTATIVES 			



Mission, Vision, & Values

Our Mission

We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community



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Dartmouth-Hitchcock Health and Subsidiaries

**Report on Federal Awards in Accordance With the
Uniform Guidance**

June 30, 2019

EIN #02-0222140

Dartmouth-Hitchcock Health and Subsidiaries

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June 30, 2019

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Part I
Financial Statements and
Schedule of Expenditures of Federal Awards



Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated 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 Health System'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 consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2019 and 2018, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019. Our opinion is not modified with respect to this matter.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of its operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended June 30, 2019 is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the consolidated financial statements. The information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In



our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2019 on our consideration of the Health System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters for the year ended June 30, 2019. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Health System's internal control over financial reporting and compliance.

Priscilla A. Cooper LLP

Boston, Massachusetts
November 26, 2019

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2019 and 2018

<i>(in thousands of dollars)</i>	2019	2018
Assets		
Current assets		
Cash and cash equivalents	\$ 143,587	\$ 200,169
Patient accounts receivable, net of estimated uncollectible of \$132,228 at June 30, 2018 (Note 4)	221,125	219,228
Prepaid expenses and other current assets	95,495	97,502
Total current assets	460,207	516,899
Assets limited as to use (Notes 5 and 7)	876,249	706,124
Other investments for restricted activities (Notes 5 and 7)	134,119	130,896
Property, plant, and equipment, net (Note 6)	621,256	607,321
Other assets	124,471	108,785
Total assets	<u>\$ 2,216,302</u>	<u>\$ 2,070,025</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 10,914	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,468	3,311
Accounts payable and accrued expenses (Note 13)	113,817	95,753
Accrued compensation and related benefits	128,408	125,576
Estimated third-party settlements (Note 4)	41,570	41,141
Total current liabilities	298,177	269,245
Long-term debt, excluding current portion (Note 10)	752,180	752,975
Insurance deposits and related liabilities (Note 12)	58,407	55,516
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	281,009	242,227
Other liabilities	124,136	88,127
Total liabilities	<u>1,513,909</u>	<u>1,408,090</u>
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Net assets without donor restrictions (Note 9)	559,933	524,102
Net assets with donor restrictions (Notes 8 and 9)	142,460	137,833
Total net assets	<u>702,393</u>	<u>661,935</u>
Total liabilities and net assets	<u>\$ 2,216,302</u>	<u>\$ 2,070,025</u>

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

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2019 and 2018

<i>(in thousands of dollars)</i>	2019	2018
Operating revenue and other support		
Patient service revenue	\$ 1,999,323	\$ 1,899,095
Provision for bad debts (Notes 2 and 4)	-	47,367
Net patient service revenue	<u>1,999,323</u>	<u>1,851,728</u>
Contracted revenue (Note 2)	75,017	54,969
Other operating revenue (Notes 2 and 5)	210,698	148,946
Net assets released from restrictions	14,105	13,461
Total operating revenue and other support	<u>2,299,143</u>	<u>2,069,104</u>
Operating expenses		
Salaries	1,062,551	989,263
Employee benefits	251,591	229,683
Medical supplies and medications	407,875	340,031
Purchased services and other	323,435	291,372
Medicaid enhancement tax (Note 4)	70,061	67,692
Depreciation and amortization	88,414	84,778
Interest (Note 10)	25,514	18,822
Total operating expenses	<u>2,229,441</u>	<u>2,021,641</u>
Operating income (loss)	<u>69,702</u>	<u>47,463</u>
Nonoperating gains (losses)		
Investment income, net (Note 5)	40,052	40,387
Other losses, net (Note 10)	(3,562)	(2,908)
Loss on early extinguishment of debt	(87)	(14,214)
Loss due to swap termination	-	(14,247)
Total nonoperating gains, net	<u>36,403</u>	<u>9,018</u>
Excess of revenue over expenses	<u>\$ 106,105</u>	<u>\$ 56,481</u>

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2019 and 2018

<i>(in thousands of dollars)</i>	2019	2018
Net assets without donor restrictions		
Excess of revenue over expenses	\$ 106,105	\$ 56,481
Net assets released from restrictions	1,769	16,313
Change in funded status of pension and other postretirement benefits (Note 11)	(72,043)	8,254
Other changes in net assets	-	(185)
Change in fair value of interest rate swaps (Note 10)	-	4,190
Change in interest rate swap effectiveness	-	14,102
Increase in net assets without donor restrictions	<u>35,831</u>	<u>99,155</u>
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	17,436	14,171
Investment income, net	2,682	4,354
Net assets released from restrictions	(15,874)	(29,774)
Contribution of assets with donor restrictions from acquisition	383	-
Increase (decrease) in net assets with donor restrictions	<u>4,627</u>	<u>(11,249)</u>
Change in net assets	40,458	87,906
Net assets		
Beginning of year	<u>661,935</u>	<u>574,029</u>
End of year	<u>\$ 702,393</u>	<u>\$ 661,935</u>

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

Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Statements of Cash Flows

Years Ended June 30, 2019 and 2018

<i>(in thousands of dollars)</i>	2019	2018
Cash flows from operating activities		
Change in net assets	\$ 40,458	\$ 87,906
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	-	(4,897)
Provision for bad debt	-	47,367
Depreciation and amortization	88,770	84,947
Change in funded status of pension and other postretirement benefits	72,043	(8,254)
(Gain) on disposal of fixed assets	(1,101)	(125)
Net realized gains and change in net unrealized gains on investments	(31,397)	(45,701)
Restricted contributions and investment earnings	(2,292)	(5,460)
Proceeds from sales of securities	1,167	1,531
Loss from debt defeasance	-	14,214
Changes in assets and liabilities		
Patient accounts receivable, net	(1,803)	(29,335)
Prepaid expenses and other current assets	2,149	(8,299)
Other assets, net	(9,052)	(11,665)
Accounts payable and accrued expenses	17,898	19,693
Accrued compensation and related benefits	2,335	10,665
Estimated third-party settlements	429	13,708
Insurance deposits and related liabilities	2,378	4,556
Liability for pension and other postretirement benefits	(33,104)	(32,399)
Other liabilities	12,267	(2,421)
Net cash provided by operating and nonoperating activities	<u>161,145</u>	<u>136,031</u>
Cash flows from investing activities		
Purchase of property, plant, and equipment	(82,279)	(77,598)
Proceeds from sale of property, plant, and equipment	2,188	-
Purchases of investments	(361,407)	(279,407)
Proceeds from maturities and sales of investments	219,996	273,409
Cash received through acquisition	4,863	-
Net cash used in investing activities	<u>(216,639)</u>	<u>(83,596)</u>
Cash flows from financing activities		
Proceeds from line of credit	30,000	50,000
Payments on line of credit	(30,000)	(50,000)
Repayment of long-term debt	(29,490)	(413,104)
Proceeds from issuance of debt	26,338	507,791
Repayment of interest rate swap	-	(16,019)
Payment of debt issuance costs	(228)	(4,892)
Restricted contributions and investment earnings	2,292	5,460
Net cash (used in) provided by financing activities	<u>(1,088)</u>	<u>79,236</u>
(Decrease) increase in cash and cash equivalents	<u>(56,582)</u>	<u>131,671</u>
Cash and cash equivalents		
Beginning of year	<u>200,169</u>	<u>68,498</u>
End of year	<u>\$ 143,587</u>	<u>\$ 200,169</u>
Supplemental cash flow information		
Interest paid	\$ 23,977	\$ 18,029
Net assets acquired as part of acquisition, net of cash acquired	(4,863)	-
Noncash proceeds from issuance of debt	-	137,281
Use of noncash proceeds to refinance debt	-	137,281
Construction in progress included in accounts payable and accrued expenses	1,546	1,569
Equipment acquired through issuance of capital lease obligations	-	17,670
Donated securities	1,167	1,531

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

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and, effective July 1, 2018, Subsidiary (APD), and the Visiting Nurse and Hospice of Vermont and New Hampshire and Subsidiaries (VNH). The "Health System" consists of D-HH, its members and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). Windsor Hospital Corporation and the Visiting Nurse and Hospice of VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

Community Benefits

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals.
- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.
- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.
- *The uncompensated cost of care for Medicaid patients* reported in the unaudited Community Benefits Reports for 2018 was approximately \$139,683,000. The 2019 Community Benefits Reports are expected to be filed in February 2020.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2018:

(in thousands of dollars)

Government-sponsored healthcare services	\$ 246,064
Health professional education	33,067
Charity care	13,243
Subsidized health services	11,993
Community health services	6,570
Research	5,969
Community building activities	2,540
Financial contributions	2,360
Community benefit operations	1,153
Total community benefit value	\$ 322,959

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Excess of Revenue Over Expenses

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

Patient Service Revenue

The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

Contracted Revenue

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes joint operating agreements, grant revenue, cafeteria sales and other support service revenue.

Cash Equivalents

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds and pooled/commingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.
- Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as support, and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Intangible Assets and Goodwill

The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$10,524,000 and \$2,462,000 as intangible assets associated with its affiliations as of June 30, 2019 and 2018, respectively.

Derivative Instruments and Hedging Activities

The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly

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effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in net assets without donor restrictions until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

Gifts

Gifts without donor restrictions are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers (ASC 606)* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System adopted ASU 2014-09 effective July 1, 2018 under the modified retrospective method, and has provided the new disclosures required post implementation. For example, patient accounts receivable are shown net of the allowance for doubtful accounts of approximately \$132,228,000 as of June 30, 2018 on the consolidated balance sheet. If an allowance for doubtful accounts had been presented as of June 30, 2019, it would have been approximately \$121,544,000. While the adoption of ASU 2014-09 has had a material effect on the presentation of revenues in the Health System's consolidated statements of operations and changes in net assets, and has had an impact on certain disclosures, it has not materially impacted the financial position, results of operations or cash flows. Refer to Note 4, Patient Service Revenue and Accounts Receivable, for further details.

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In February 2016, the FASB issued ASU 2016-02 – *Leases (Topic 842)*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities. It reduces the number of classes of net assets from three to two: net assets with donor restrictions includes amount previously disclosed as both temporarily and permanently restricted net assets, net assets without donor restrictions includes amounts previously disclosed as unrestricted net assets. It expands the disclosure of expenses by both natural and functional classification. It adds quantitative and qualitative disclosures about liquidity and availability of resources. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System has adopted this ASU on a retrospective basis, except for the presentation of expenses based on natural and functional classification and the discussion of liquidity, as permitted in the ASU. Please refer to Note 14, Functional Expenses, and Note 15, Liquidity.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The new pronouncement was intended to assist entities in evaluating whether transactions should be accounted for as contributions or exchange transactions and whether a contribution is conditional. This ASU was effective for the Health System on July 1, 2018 on a modified prospective basis and did not have a significant impact on the consolidated financial statements of the Health System.

3. Acquisitions

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc. (LifeCare). LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

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In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately \$5,131,000. Restricted contribution income of \$383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets. Included in the transaction was LifeCare's cash balance of \$4,863,000. No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred. LifeCare's financial position, results of operations and changes in net assets are included in the consolidated financial statements as of and for the year ended June 30, 2019.

4. Patient Service Revenue and Accounts Receivable

The Health System reports patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.

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Explicit Pricing Concessions

Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system ("PPS") to determine rates-per-discharge. These rates vary according to a patient classification system ("DRG"), based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to New Hampshire ("NH") and Vermont ("VT") Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis or fee schedules for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.
- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.
- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.
- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.
- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.
- Revenues under Managed Care Plans (Plans) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit. The Plans are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the Plans following their review and adjudication of each bill.

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The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and as such are not reported in net patient service revenue.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in other operating expenses, was \$628,000 and \$737,000 in 2019 and 2018, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax (MET) Senate Bill 369. As part of the agreement, the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the MET Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated funding mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services.

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (NH Hospitals) signed a new settlement agreement and multi-year plan for Disproportionate Share Hospital (DSH) payments, with provisions to create alternative payments should there be federal changes to the DSH program by the United States Congress. The agreement may change or limit federal matching funds for MET when used to support DSH payments to hospitals and the Medicaid program, or change the definition of Uncompensated Care (UCC) for purposes of calculating DSH or other allowable uncompensated care payments. The term of the agreement is through state fiscal year (SFY) 2024. Under the agreement, the NH Hospitals forgo approximately \$28,000,000 of DSH payment for SFY 2018 and 2019, in consideration of the State agreeing to form a pool of funds to make directed payments or otherwise increase rates to hospitals for SFY 2020 through 2024. The Federal share of payments to NH Hospitals are contingent upon the receipt of matching funds from Centers for Medicare & Medicaid Services (CMS) in the covered years. In the event that, due to changes in federal law, the State is unable to make payments in a way that ensures the federal matching funds are available, the Parties will meet and confer to negotiate in good faith an appropriate amendment to this agreement consistent with the intent of this agreement. The State is required to maintain the UCC Dedicated Fund pursuant to earlier agreements. The agreement prioritizes payments of funds to critical access hospitals at 75% of allowable UCC, the remainder thereafter is distributed to other NH Hospitals in proportion to their allowable uncompensated care amounts. During the term of this agreement, the NH Hospitals are barred from bringing a new claim in federal or state court or at Department of Revenue Administration (DRA) related to the constitutionality of MET.

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During the years ended June 30, 2019 and 2018, the Health System received DSH payments of approximately, \$69,179,000 and \$66,383,000, respectively. DSH payments are subject to audit pursuant to the agreement with the state and therefore, for the years ended June 30, 2019 and 2018, the Health System recognized as revenue DSH receipts of approximately \$64,864,000 and approximately \$54,469,000, respectively.

During the years ended June 30, 2019 and 2018, the Health System recorded State of NH Medicaid Enhancement Tax ("MET") and State of VT Provider tax of \$70,061,000 and \$67,692,000, respectively. The taxes are calculated at 5.5% for NH and 6% for VT of certain net patient service revenues in accordance with instructions received from the States. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

Implicit Price Concessions

Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient service revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2019 and 2018, the Health System had \$52,470,000 and \$52,041,000, respectively, reserved for estimated third-party settlements.

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For the years ended June 30, 2019 and 2018, additional increases (decreases) in revenue of \$1,800,000 and (\$5,604,000), respectively, was recognized due to changes in its prior years related to estimated third-party settlements.

Net operating revenues for the hospital operations of the PPS and CAH, and other business segments consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.

The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2019 and 2018.

<i>(in thousands of dollars)</i>	2019		
	PPS	CAH	Total
Hospital			
Medicare	\$ 456,197	\$ 72,193	\$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self pay	8,811	2,313	11,124
	<u>1,346,382</u>	<u>152,281</u>	<u>1,498,663</u>
Professional			
Professional	454,425	23,707	478,132
VNH			22,528
Other revenue			285,715
Total operating revenue and other support	<u>\$ 1,800,807</u>	<u>\$ 175,988</u>	<u>\$ 2,285,038</u>
<i>(in thousands of dollars)</i>	2018		
	PPS	CAH	Total
Hospital			
Medicare	\$ 432,251	\$ 76,522	\$ 508,773
Medicaid	117,019	10,017	127,036
Commercial	677,162	65,916	743,078
Self pay	10,687	2,127	12,814
	<u>1,237,119</u>	<u>154,582</u>	<u>1,391,701</u>
Professional			
Professional	412,605	24,703	437,308
VNH			22,719
Other revenue			203,915
Total operating revenue and other support	<u>\$ 1,649,724</u>	<u>\$ 179,285</u>	<u>\$ 2,055,643</u>

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Accounts Receivable

The principal components of patient accounts receivable as of June 30, 2019 and 2018 are as follows:

<i>(in thousands of dollars)</i>	2019	2018
Patient accounts receivable	\$ 221,125	\$ 351,456
Less: Allowance for doubtful accounts	-	(132,228)
Patient accounts receivable	<u>\$ 221,125</u>	<u>\$ 219,228</u>

The following table categorizes payors into four groups based on their respective percentages of gross patient accounts receivable as of June 30, 2019 and 2018:

	2019	2018
Medicare	34 %	34 %
Medicaid	12	14
Commercial	41	40
Self pay	13	12
Patient accounts receivable	<u>100 %</u>	<u>100 %</u>

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5. Investments

The composition of investments at June 30, 2019 and 2018 is set forth in the following table:

<i>(in thousands of dollars)</i>	2019	2018
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	\$ 21,890	\$ 8,558
U.S. government securities	91,492	50,484
Domestic corporate debt securities	196,132	109,240
Global debt securities	83,580	110,944
Domestic equities	167,384	142,796
International equities	128,909	106,668
Emerging markets equities	23,086	23,562
Real estate investment trust	213	816
Private equity funds	64,563	50,415
Hedge funds	32,287	32,831
	<u>809,536</u>	<u>636,314</u>
Investments held by captive insurance companies (Note 12)		
U.S. government securities	23,241	30,581
Domestic corporate debt securities	11,378	16,764
Global debt securities	10,080	4,513
Domestic equities	14,617	8,109
International equities	6,766	7,971
	<u>66,082</u>	<u>67,938</u>
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	631	1,872
Total assets limited as to use	<u>876,249</u>	<u>706,124</u>
Other investments for restricted activities		
Cash and short-term investments	6,113	4,952
U.S. government securities	32,479	28,220
Domestic corporate debt securities	29,089	29,031
Global debt securities	11,263	14,641
Domestic equities	20,981	20,509
International equities	15,531	17,521
Emerging markets equities	2,578	2,155
Real estate investment trust	-	954
Private equity funds	7,638	4,878
Hedge funds	8,414	8,004
Other	33	31
Total other investments for restricted activities	<u>134,119</u>	<u>130,896</u>
Total investments	<u>\$ 1,010,368</u>	<u>\$ 837,020</u>

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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a nondistressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2019 and 2018. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2019		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 28,634	\$ -	\$ 28,634
U.S. government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real estate investment trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	\$ 652,951	\$ 357,417	\$ 1,010,368

<i>(in thousands of dollars)</i>	2018		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 15,382	\$ -	\$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real estate investment trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31	-	31
	\$ 487,814	\$ 349,206	\$ 837,020

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Investment income is comprised of the following for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Net assets without donor restrictions		
Interest and dividend income, net	\$ 11,333	\$ 12,324
Net realized gains on sales of securities	17,419	24,411
Change in net unrealized gains on investments	12,283	4,612
	<u>41,035</u>	<u>41,347</u>
Net assets with donor restrictions		
Interest and dividend income, net	987	1,526
Net realized gains on sales of securities	2,603	1,438
Change in net unrealized gains on investments	(908)	1,390
	<u>2,682</u>	<u>4,354</u>
	<u>\$ 43,717</u>	<u>\$ 45,701</u>

For the years ended June 30, 2019 and 2018 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$983,000 and \$960,000 and as nonoperating gains of approximately \$40,052,000 and \$40,387,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2019 and 2018, the Health System has committed to contribute approximately \$164,319,000 and \$137,219,000 to such funds, of which the Health System has contributed approximately \$109,584,000 and \$91,942,000 and has outstanding commitments of \$54,735,000 and \$45,277,000, respectively.

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6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Land	\$ 38,232	\$ 38,058
Land improvements	42,607	42,295
Buildings and improvements	898,050	876,537
Equipment	888,138	818,902
Equipment under capital leases	15,809	20,966
	<u>1,882,836</u>	<u>1,796,758</u>
Less: Accumulated depreciation and amortization	<u>1,276,746</u>	<u>1,200,549</u>
Total depreciable assets, net	606,090	596,209
Construction in progress	<u>15,166</u>	<u>11,112</u>
	<u>\$ 621,256</u>	<u>\$ 607,321</u>

As of June 30, 2019, construction in progress primarily consists of an addition to the ambulatory surgical center located in Manchester, NH as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The estimated cost to complete the ambulatory surgical center at June 30, 2019 is approximately \$59,000,000 over the next two fiscal years while the pharmacy renovation is estimated to cost approximately \$6,300,000 over the next fiscal year.

The construction in progress reported as of June 30, 2018 for the building renovations taking place at the birthing pavilion in Lebanon, NH was completed during the first quarter of fiscal year 2019 and the information systems PeopleSoft project for Alice Peck Day Memorial Hospital and Cheshire was completed in the fourth quarter of fiscal year 2019.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$88,496,000 and \$84,729,000 for 2019 and 2018, respectively.

7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

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U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System 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.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2019 and 2018:

(in thousands of dollars)	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Assets						
Investments						
Cash and short term investments	\$ 28,634	\$ -	\$ -	\$ 28,634	Daily	1
U.S. government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily-Monthly	1-15
Global debt securities	28,412	27,108	-	55,520	Daily-Monthly	1-15
Domestic equities	171,318	7,402	-	178,720	Daily-Monthly	1-10
International equities	78,295	33	-	78,328	Daily-Monthly	1-11
Emerging market equities	1,295	-	-	1,295	Daily-Monthly	1-7
Real estate investment trust	213	-	-	213	Daily-Monthly	1-7
Other	-	33	-	33	Not applicable	Not applicable
Total investments	488,102	184,849	-	652,951		
Deferred compensation plan assets						
Cash and short-term investments	2,952	-	-	2,952		
U.S. government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
Total deferred compensation plan assets	84,187	-	89	84,276	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,301	9,301	Not applicable	Not applicable
Total assets	\$ 572,289	\$ 184,849	\$ 9,390	\$ 746,528		

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(in thousands of dollars)	2018				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Assets						
Investments						
Cash and short term investments	\$ 15,382	\$ -	\$ -	\$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily-Monthly	1-15
Global debt securities	32,874	16,230	-	49,104	Daily-Monthly	1-15
Domestic equities	157,011	-	-	157,011	Daily-Monthly	1-10
International equities	59,924	78	-	60,002	Daily-Monthly	1-11
Emerging market equities	1,296	-	-	1,296	Daily-Monthly	1-7
Real estate investment trust	222	-	-	222	Daily-Monthly	1-7
Other	-	31	-	31	Not applicable	Not applicable
Total investments	417,482	70,332	-	487,814		
Deferred compensation plan assets						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
Total deferred compensation plan assets	76,284	-	86	76,370	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,374	9,374	Not applicable	Not applicable
Total assets	\$ 493,766	\$ 70,332	\$ 9,460	\$ 573,558		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

(in thousands of dollars)	2019		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,374	\$ 86	\$ 9,460
Net unrealized gains (losses)	(73)	3	(70)
Balances at end of year	\$ 9,301	\$ 89	\$ 9,390

(in thousands of dollars)	2018		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,244	\$ 83	\$ 9,327
Net unrealized gains	130	3	133
Balances at end of year	\$ 9,374	\$ 86	\$ 9,460

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

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8. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Healthcare services	\$ 20,140	\$ 19,570
Research	26,496	24,732
Purchase of equipment	3,273	3,068
Charity care	12,494	13,667
Health education	19,833	18,429
Other	3,841	2,973
Investments held in perpetuity	56,383	55,394
	<u>\$ 142,460</u>	<u>\$ 137,833</u>

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

9. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence, or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions which are to be held in perpetuity consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

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Notes to Consolidated Financial Statements

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In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2019 and 2018.

Endowment net asset composition by type of fund consists of the following at June 30, 2019 and 2018:

	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
Donor-restricted endowment funds	\$ -	\$ 78,268	\$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	<u>\$ 31,421</u>	<u>\$ 78,268</u>	<u>\$ 109,689</u>
	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
Donor-restricted endowment funds	\$ -	\$ 78,197	\$ 78,197
Board-designated endowment funds	29,506	-	29,506
Total endowed net assets	<u>\$ 29,506</u>	<u>\$ 78,197</u>	<u>\$ 107,703</u>

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Changes in endowment net assets for the years ended June 30, 2019 and 2018 are as follows:

<i>(in thousands of dollars)</i>	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	\$ 29,506	\$ 78,197	\$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
Balances at end of year	\$ 31,421	\$ 78,268	\$ 109,689

<i>(in thousands of dollars)</i>	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	\$ 26,389	\$ 75,457	\$ 101,846
Net investment return	3,112	4,246	7,358
Contributions	-	1,121	1,121
Transfers	5	(35)	(30)
Release of appropriated funds	-	(2,592)	(2,592)
Balances at end of year	\$ 29,506	\$ 78,197	\$ 107,703

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
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10. Long-Term Debt

A summary of long-term debt at June 30, 2019 and 2018 is as follows:

<i>(in thousands of dollars)</i>	2019	2018
Variable rate issues		
New Hampshire Health and Education facilities		
Authority (NHHEFA) revenue bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	\$ 83,355	\$ 83,355
Fixed rate issues		
New Hampshire Health and Education facilities		
Authority revenue bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2017A, principal maturing in varying annual amounts, through August 2040 (2)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (2)	109,800	109,800
Series 2014A, principal maturing in varying annual amounts, through August 2022 (3)	26,960	26,960
Series 2018C, principal maturing in varying annual amounts, through August 2030 (4)	25,865	-
Series 2012, principal maturing in varying annual amounts, through July 2039 (5)	25,145	25,955
Series 2014B, principal maturing in varying annual amounts, through August 2033 (3)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (6)	10,970	10,970
Total variable and fixed rate debt	<u>\$ 722,162</u>	<u>\$ 697,107</u>

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A summary of long-term debt at June 30, 2019 and 2018 is as follows:

<i>(in thousands of dollars)</i>	2019	2018
Other		
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)*	\$ -	\$ 15,498
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	445	646
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	323	380
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046*	2,629	2,697
Obligations under capital leases	<u>17,526</u>	<u>18,965</u>
Total other debt	20,923	38,186
Total variable and fixed rate debt	<u>722,162</u>	<u>697,107</u>
Total long-term debt	743,085	735,293
Less: Original issue discounts and premiums, net	(25,542)	(26,862)
Bond issuance costs, net	5,533	5,716
Current portion	<u>10,914</u>	<u>3,464</u>
	<u>\$ 752,180</u>	<u>\$ 752,975</u>

* Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	
2020	\$ 10,914
2021	10,693
2022	10,843
2023	7,980
2024	3,016
Thereafter	<u>699,639</u>
	<u>\$ 743,085</u>

Dartmouth-Hitchcock Obligated Group (DHOG) Bonds

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, effective August 15, 2018, APD. D-HH is designated as the obligated group agent.

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Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately \$578,000 was recognized in nonoperating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

(3) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(4) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.

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(5) Series 2012 Revenue Bonds

The NHHEFA issued \$29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

(6) Series 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution. The Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2045.

Outstanding joint and several indebtedness of the DHOG at June 30, 2019 and 2018 approximates \$722,162,000 and \$697,107,000, respectively.

Non Obligated Group Bonds

(1) Series 2010 Revenue Bonds

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. The Health System redeemed these bonds in August 2018.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$631,000 and \$1,872,000 at June 30, 2019 and 2018, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). The debt service reserves are mainly comprised of escrowed funds held for future principal and interest payments.

For the years ended June 30, 2019 and 2018 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$25,514,000 and \$18,822,000 and other nonoperating losses of \$3,784,000 and \$2,793,000, respectively.

Swap Agreements

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

As of June 30, 2019 and 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a nonoperating loss due to swap termination of \$14,247,000 relating to the swap termination. The change in fair value during the year ended June 30, 2018 was a decrease of \$4,897,000. For the year ended June 30, 2018 the Health System recognized a nonoperating gain of \$145,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

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11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Service cost for benefits earned during the year	\$ 150	\$ 150
Interest cost on projected benefit obligation	47,814	47,190
Expected return on plan assets	(65,270)	(64,561)
Net loss amortization	10,357	10,593
Total net periodic pension expense	<u>\$ (6,949)</u>	<u>\$ (6,628)</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2019 and 2018:

	2019	2018
Discount rate	3.90 % – 4.60%	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50 % – 7.75 %

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The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 1,087,940	\$ 1,122,615
Service cost	150	150
Interest cost	47,814	47,190
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Actuarial (gain) loss	93,358	(34,293)
Settlements	(42,306)	-
Benefit obligation at end of year	<u>1,135,523</u>	<u>1,087,940</u>
Change in plan assets		
Fair value of plan assets at beginning of year	884,983	878,701
Actual return on plan assets	85,842	33,291
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Employer contributions	20,631	20,713
Settlements	(42,306)	-
Fair value of plan assets at end of year	<u>897,717</u>	<u>884,983</u>
Funded status of the plans	(237,806)	(202,957)
Less: Current portion of liability for pension	<u>(46)</u>	<u>(45)</u>
Long term portion of liability for pension	<u>(237,760)</u>	<u>(202,912)</u>
Liability for pension	<u>\$ (237,760)</u>	<u>\$ (202,912)</u>

As of June 30, 2019 and 2018 the liability, for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately \$478,394,000 and \$418,971,000 of net actuarial loss as of June 30, 2019 and 2018, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2020 for net actuarial losses is \$12,032,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,135,770,000 and \$1,087,991,000 at June 30, 2019 and 2018, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2019 and 2018:

	2019	2018
Discount rate	4.20% - 4.50%	4.20 % – 4.50 %
Rate of increase in compensation	N/A	N/A

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The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of both June 30, 2019 and 2018, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3 %
U.S. government securities	0–10	5
Domestic debt securities	20–58	38
Global debt securities	6–26	8
Domestic equities	5–35	19
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	0
Private equity funds	0–5	0
Hedge funds	5–18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

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The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ 166	\$ 18,232	\$ -	\$ 18,398	Daily	1
U.S. government securities	48,580	-	-	48,580	Daily-Monthly	1-15
Domestic debt securities	122,178	273,424	-	395,602	Daily-Monthly	1-15
Global debt securities	428	75,146	-	75,574	Daily-Monthly	1-15
Domestic equities	159,259	18,316	-	177,575	Daily-Monthly	1-10
International equities	17,232	77,146	-	94,378	Daily-Monthly	1-11
Emerging market equities	321	39,902	-	40,223	Daily-Monthly	1-17
REIT funds	357	2,883	-	3,240	Daily-Monthly	1-17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly-Annual	60-96
Total investments	\$ 348,521	\$ 505,049	\$ 44,147	\$ 897,717		

<i>(in thousands of dollars)</i>	2018				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ 142	\$ 35,817	\$ -	\$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily-Monthly	1-15
Domestic debt securities	144,131	220,202	-	364,333	Daily-Monthly	1-15
Global debt securities	470	74,676	-	75,146	Daily-Monthly	1-15
Domestic equities	158,634	17,594	-	176,228	Daily-Monthly	1-10
International equities	18,656	80,803	-	99,459	Daily-Monthly	1-11
Emerging market equities	382	39,881	-	40,263	Daily-Monthly	1-17
REIT funds	371	2,686	-	3,057	Daily-Monthly	1-17
Private equity funds	-	-	23	23	See Note 7	See Note 7
Hedge funds	-	-	44,250	44,250	Quarterly-Annual	60-96
Total investments	\$ 369,051	\$ 471,659	\$ 44,273	\$ 884,983		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 44,250	\$ 23	\$ 44,273
Net unrealized losses	(124)	(2)	(126)
Balances at end of year	\$ 44,126	\$ 21	\$ 44,147

<i>(in thousands of dollars)</i>	2018		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 40,507	\$ 96	\$ 40,603
Sales	-	(51)	(51)
Net realized losses	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
Balances at end of year	\$ 44,250	\$ 23	\$ 44,273

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2019 and 2018 were approximately \$14,617,000 and \$14,743,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2019 and 2018.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

The weighted average asset allocation for the Health System's Plans at June 30, 2019 and 2018 by asset category is as follows:

	2019	2018
Cash and short-term investments	2 %	4 %
U.S. government securities	5	5
Domestic debt securities	44	41
Global debt securities	9	9
Domestic equities	20	20
International equities	11	11
Emerging market equities	4	5
Hedge funds	5	5
	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$20,426,000 to the Plans in 2020 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2020	\$ 50,743
2021	52,938
2022	55,199
2023	57,562
2024	59,843
2025 – 2028	326,737

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Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$40,537,000 and \$38,563,000 in 2019 and 2018, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax-sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2019 and 2018, respectively.

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Service cost	\$ 384	\$ 533
Interest cost	1,842	1,712
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	10
	<u>\$ (3,738)</u>	<u>\$ (3,719)</u>

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 42,581	\$ 42,277
Service cost	384	533
Interest cost	1,842	1,712
Benefits paid	(3,149)	(3,174)
Actuarial loss	5,013	1,233
Employer contributions	-	-
Benefit obligation at end of year	<u>46,671</u>	<u>42,581</u>
Funded status of the plans	<u>\$ (46,671)</u>	<u>\$ (42,581)</u>
Current portion of liability for postretirement medical and life benefits	\$ (3,422)	\$ (3,266)
Long term portion of liability for postretirement medical and life benefits	<u>(43,249)</u>	<u>(39,315)</u>
Liability for postretirement medical and life benefits	<u>\$ (46,671)</u>	<u>\$ (42,581)</u>

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2019 and 2018

As of June 30, 2019 and 2018, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in net assets without donor restrictions are as follows:

<i>(in thousands of dollars)</i>	2019	2018
Net prior service income	\$ (9,556)	\$ (15,530)
Net actuarial loss	8,386	3,336
	<u>\$ (1,170)</u>	<u>\$ (12,194)</u>

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2020 for net prior service cost is \$5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2020 and thereafter:

<i>(in thousands of dollars)</i>	
2020	\$ 3,468
2021	3,436
2022	3,394
2023	3,802
2024	3,811
2025-2028	17,253

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.70% in 2019 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2024 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by \$1,601,000 and \$1,088,000 and the net periodic postretirement medical benefit cost for the years then ended by \$77,000 and \$81,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by \$1,452,000 and \$996,000 and the net periodic postretirement medical benefit cost for the years then ended by \$71,000 and \$72,000, respectively.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

12. Professional and General Liability Insurance Coverage

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt. Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2019 and 2018, are summarized as follows:

<i>(in thousands of dollars)</i>	2019		
	HAC	RRG	Total
Assets	\$ 75,867	\$ 2,201	\$ 78,068
Shareholders' equity	13,620	50	13,670

<i>(in thousands of dollars)</i>	2018		
	HAC	RRG	Total
Assets	\$ 72,753	\$ 2,068	\$ 74,821
Shareholders' equity	13,620	50	13,670

13. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Operating Leases and Other Commitments

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$12,707,000 and \$14,096,000 for the years ended June 30, 2019 and 2018, respectively.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Minimum future lease payments under noncancelable operating leases at June 30, 2019 were as follows:

(in thousands of dollars)

2020	\$	11,342
2021		10,469
2022		7,488
2023		6,303
2024		4,127
Thereafter		5,752
	<u>\$</u>	<u>45,481</u>

Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$2,000,000 up to \$30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 27, 2020. There was no outstanding balance under the lines of credit as of June 30, 2019 and 2018. Interest expense was approximately \$95,000 and \$232,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

<i>(in thousands of dollars)</i>	2019			
	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	\$ 922,902	\$ 138,123	\$ 1,526	\$ 1,062,551
Employee benefits	178,983	72,289	319	251,591
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	<u>\$ 1,831,825</u>	<u>\$ 393,208</u>	<u>\$ 4,408</u>	<u>\$ 2,229,441</u>

Operating expenses of the Health System by functional classification are as follows for the year ended June 30, 2018:

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2019 and 2018

(in thousands of dollars)

Program services	\$ 1,715,760
Management and general	303,527
Fundraising	<u>2,354</u>
	<u>\$ 2,021,641</u>

15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying consolidated balance sheet may not be available for general expenditure within one year of the balance sheet date.

The Health System's financial assets available at June 30, 2019 to meet cash needs for general expenditures within one year of June 30, 2019 are as follows:

(in thousands of dollars)

Cash and cash equivalents	\$ 143,587
Patient accounts receivable	221,125
Assets limited as to use	876,249
Other investments for restricted activities	<u>134,119</u>
Total financial assets	1,375,080
Less: Those unavailable for general expenditure within one year:	
Investments held by captive insurance companies	66,082
Investments for restricted activities	134,119
Other investments with liquidity horizons greater than one year	<u>97,063</u>
Total financial assets available within one year	<u>\$ 1,077,816</u>

For the years ending June 30, 2019 and June 30, 2018, the Health System generated positive cash flow from operations of approximately \$161,853,000 and \$136,031,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to \$30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

16. Subsequent Events

The Health System has assessed the impact of subsequent events through November 26, 2019, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective September 30, 2019, the Boards of Trustees of D-HH, GraniteOne Health, Catholic Medical Center Health Services, and their respective member organizations approved a Combination Agreement to combine their healthcare systems. If regulatory approval of the

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

transaction is obtained, the name of the new system will be Dartmouth-Hitchcock Health GraniteOne.

The GraniteOne Health system is comprised of Catholic Medical Center (CMC), a community hospital located in Manchester NH, Huggins Hospital located in Wolfeboro NH, and Monadnock Community Hospital located in Peterborough NH. Both Huggins Hospital and Monadnock Community Hospital are designated as Critical Access Hospitals. GraniteOne is a non-profit, community based health care system.

On September 13, 2019, the Board of Trustees of D-HH approved the issuance of up to \$100,000,000 par of new debt. On October 17, 2019, D-HH closed on the direct placement tax-exempt borrowing of \$99,165,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2019A Bonds.

On January 29, 2020, D-HH closed on a tax-exempt borrowing of \$125,000,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2020A Bonds.

17. Subsequent Events - Unaudited

Subsequent to the issuance of the audited financial statements on November 26, 2019, the novel strain of coronavirus emerged and in January 2020 the World Health Organization has declared the novel coronavirus a Public Health Emergency of International Concern. Beginning in March 2020, the State of New Hampshire and Vermont have adopted various measures to address the spread of this pandemic, including supporting social distancing, requests to stay home unless necessary (i.e., groceries or medications) and work from home recommendations. Such restrictions and the perception that such orders or restrictions could occur, have resulted in business closures, work stoppages, slowdowns and delays, work-from-home policies, travel restrictions and cancellation of events, including the rescheduling of elective or non-critical procedures (which management believes is temporary and such procedures will be performed at a later date) and redeployment of resources to address the novel coronavirus needs, among other effects. The outbreak has also negatively impacted the financial markets and has and may continue to materially affect the returns on and value of our investments. While we expect that the novel coronavirus may negatively impact our 2020 results, we believe we have sufficient liquidity to meet our operating and financing needs; however, given the difficulty in predicting the ultimate duration and severity of the impact of the novel coronavirus on our organization, the economy and the financial markets, the ultimate impact may be material.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Balance Sheets

June 30, 2019

<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock Health	Dartmouth- Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non- Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	\$ 42,456	\$ 47,465	\$ 9,411	\$ 7,066	\$ 10,462	\$ 8,372	\$ -	\$ 125,232	\$ 18,355	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,567	1,423	(74,083)	97,083	1,421	(3,009)	95,495
Total current assets	56,634	367,437	33,854	16,746	24,989	14,805	(74,083)	440,382	22,834	(3,009)	460,207
Assets limited as to use	92,602	688,485	18,759	12,684	12,427	11,619	-	836,576	39,673	-	876,249
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	8,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,256
Other assets	24,864	108,208	1,279	15,019	6,042	4,388	(10,970)	148,830	(3,013)	(21,346)	124,471
Total assets	\$ 727,606	\$ 1,689,041	\$ 128,009	\$ 76,831	\$ 88,377	\$ 54,932	\$ (639,289)	\$ 2,125,507	\$ 115,150	\$ (24,355)	\$ 2,216,302
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 954	\$ 547	\$ 262	\$ -	\$ 10,819	\$ 95	\$ -	\$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,884	15,620	6,299	3,878	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,921	-	41,570	-	-	41,570
Total current liabilities	55,499	248,622	22,404	12,237	17,589	10,229	(74,083)	292,497	8,689	(3,009)	298,177
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,858	-	752,180
Insurance deposits and related liabilities	-	56,788	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	-	4,320	-	281,009	-	-	281,009
Other liabilities	-	98,201	1,104	28	1,585	-	-	100,918	23,218	-	124,136
Total liabilities	698,756	1,241,058	58,713	48,382	48,239	26,254	(639,289)	1,482,113	34,805	(3,009)	1,513,908
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	28,832	356,880	63,051	27,653	35,518	21,242	-	533,176	48,063	(21,306)	559,933
Net assets with donor restrictions	18	91,103	6,245	796	4,620	7,436	-	110,218	32,282	(40)	142,460
Total net assets	28,850	447,983	69,296	28,449	40,138	28,678	-	643,394	80,345	(21,346)	702,393
Total liabilities and net assets	\$ 727,606	\$ 1,689,041	\$ 128,009	\$ 76,831	\$ 88,377	\$ 54,932	\$ (639,289)	\$ 2,125,507	\$ 115,150	\$ (24,355)	\$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Balance Sheets

June 30, 2019

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	\$ 42,456	\$ 48,052	\$ 11,952	\$ 11,120	\$ 8,549	\$ 15,772	\$ 5,686	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
Total current assets	56,634	368,822	37,292	25,647	15,010	24,730	9,164	(77,092)	460,207
Assets limited as to use	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Notes receivable, related party	553,484	752	-	-	-	-	-	(554,236)	-
Other investments for restricted activities	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Property, plant, and equipment, net	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
Other assets	24,864	108,366	7,388	5,476	1,931	8,688	74	(32,316)	124,471
Total assets	\$ 727,606	\$ 1,720,297	\$ 157,894	\$ 88,946	\$ 55,437	\$ 96,472	\$ 33,294	\$ (663,644)	\$ 2,216,302
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 547	\$ 288	\$ 954	\$ 69	\$ -	\$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,192	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
Total current liabilities	55,499	249,179	26,140	17,590	10,379	13,140	3,342	(77,092)	298,177
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
Total liabilities	698,756	1,241,615	62,460	48,240	26,702	72,492	5,942	(642,298)	1,513,909
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	28,832	379,498	65,873	36,087	21,300	22,327	27,322	(21,306)	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
Total net assets	28,850	478,682	95,434	40,706	28,735	23,980	27,352	(21,346)	702,393
Total liabilities and net assets	\$ 727,606	\$ 1,720,297	\$ 157,894	\$ 88,946	\$ 55,437	\$ 96,472	\$ 33,294	\$ (663,644)	\$ 2,216,302

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Balance Sheets

June 30, 2018

<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock Health	Dartmouth- Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non- Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets										
Current assets										
Cash and cash equivalents	\$ 134,634	\$ 22,544	\$ 6,688	\$ 9,419	\$ 6,604	\$ -	\$ 179,889	\$ 20,280	\$ -	\$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
Total current assets	146,598	343,418	30,422	22,974	13,972	(72,361)	485,023	36,753	(4,877)	518,899
Assets limited as to use										
Notes receivable, related party	8	616,929	17,438	12,821	10,829	-	658,025	48,099	-	706,124
Other investments for restricted activities	554,771	-	-	-	-	(554,771)	-	-	-	-
Property, plant, and equipment, net	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Other assets	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Total assets	\$ 728,276	\$ 1,592,192	\$ 124,580	\$ 87,120	\$ 52,675	\$ (638,102)	\$ 1,944,741	\$ 151,507	\$ (26,223)	\$ 2,070,025
Liabilities and Net Assets										
Current liabilities										
Current portion of long-term debt	\$ -	\$ 1,031	\$ 810	\$ 572	\$ 187	\$ -	\$ 2,600	\$ 864	\$ -	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
Total current liabilities	57,997	217,299	26,647	19,419	8,637	(72,361)	257,638	16,484	(4,877)	269,245
Notes payable, related party	-	527,346	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
Total liabilities	702,517	1,170,412	57,788	49,583	25,463	(638,102)	1,367,661	45,306	(4,877)	1,408,090
Commitments and contingencies										
Net assets										
Net assets without donor restrictions	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Net assets with donor restrictions	-	86,898	4,964	4,640	7,400	-	103,902	33,971	(40)	137,833
Total net assets	23,759	421,780	66,792	37,537	27,212	-	577,080	106,201	(21,346)	661,935
Total liabilities and net assets	\$ 728,276	\$ 1,592,192	\$ 124,580	\$ 87,120	\$ 52,675	\$ (638,102)	\$ 1,944,741	\$ 151,507	\$ (26,223)	\$ 2,070,025

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Balance Sheets

June 30, 2018

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	\$ 134,634	\$ 23,094	\$ 8,621	\$ 9,982	\$ 6,654	\$ 12,144	\$ 5,040	\$ -	\$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	<u>\$ 726,276</u>	<u>\$ 1,622,694</u>	<u>\$ 152,768</u>	<u>\$ 87,615</u>	<u>\$ 53,108</u>	<u>\$ 60,082</u>	<u>\$ 31,807</u>	<u>\$ (664,325)</u>	<u>\$ 2,070,025</u>
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	\$ -	\$ 1,031	\$ 810	\$ 572	\$ 245	\$ 739	\$ 67	\$ -	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Net assets with donor restrictions	-	95,212	29,956	4,640	7,401	634	30	(40)	137,833
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	<u>\$ 726,276</u>	<u>\$ 1,622,694</u>	<u>\$ 152,768</u>	<u>\$ 87,615</u>	<u>\$ 53,108</u>	<u>\$ 60,082</u>	<u>\$ 31,807</u>	<u>\$ (664,325)</u>	<u>\$ 2,070,025</u>

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions

Year Ended June 30, 2019

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,255	\$ 69,794	\$ 60,166	\$ 46,029	\$ -	\$ 1,978,796	\$ 22,527	\$ -	\$ 1,999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,388	(297)	210,698
Net assets released from restrictions	369	11,558	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	28,508	1,888,011	224,749	71,679	64,604	54,244	(68,176)	2,261,619	37,813	(289)	2,299,143
Operating expenses											
Salaries	-	858,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	208,346	24,225	6,454	5,434	6,966	(3,763)	247,662	3,642	287	251,591
Medical supplies and medications	-	354,201	34,331	8,634	6,298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14,887	(1,822)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,082	2,264	1,778	-	70,061	-	-	70,061
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2,360	-	85,914	2,500	-	88,414
Interest	20,677	21,585	1,053	1,169	1,119	228	(20,850)	24,981	533	-	25,514
Total operating expenses	32,057	1,818,846	218,350	74,229	63,107	54,826	(70,471)	2,190,844	38,726	(229)	2,229,441
Operating (loss) margin	(5,549)	69,165	6,399	(2,550)	1,497	(582)	2,295	70,675	(913)	(60)	69,702
Nonoperating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-	-	-
Total non-operating gains (losses), net	145	33,779	40	412	594	902	(2,295)	33,577	2,766	60	36,403
(Deficiency) excess of revenue over expenses	(5,404)	102,944	6,439	(2,138)	2,091	320	-	104,252	1,853	-	106,105
Net assets without donor restrictions											
Net assets released from restrictions	-	419	565	-	402	318	-	1,704	65	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Increase in net assets without donor restrictions	\$ 5,073	\$ 21,998	\$ 1,223	\$ 6,622	\$ 2,621	\$ 1,430	\$ -	\$ 38,967	\$ (3,136)	\$ -	\$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,254	\$ 60,166	\$ 46,029	\$ 69,794	\$ 22,528	\$ -	\$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(48,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
Total operating revenue and other support	28,509	1,891,806	224,890	64,603	55,825	80,907	23,068	(68,465)	2,299,143
Operating expenses									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	208,346	24,235	5,434	7,133	7,218	2,701	(3,476)	251,591
Medical supplies and medications	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,368	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,264	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
Total operating expenses	32,058	1,822,841	218,852	62,974	56,340	83,653	23,423	(70,700)	2,229,441
Operating (loss) margin	(5,549)	68,965	6,038	1,629	(515)	(2,746)	(355)	2,235	69,702
Non-operating gains (losses)									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-
Total nonoperating gains (losses), net	145	34,896	(42)	545	933	413	1,748	(2,235)	36,403
(Deficiency) excess of revenue over expenses	(5,404)	103,861	5,996	2,174	418	(2,333)	1,393	-	106,105
Net assets without donor restrictions									
Net assets released from restrictions	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	682	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-
Increase in net assets without donor restrictions	\$ 5,073	\$ 22,980	\$ 804	\$ 2,704	\$ 1,538	\$ 1,296	\$ 1,438	\$ -	\$ 35,831

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions

Year Ended June 30, 2018

<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock Health	Dartmouth- Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support										
Patient service revenue	\$ -	\$ 1,475,314	\$ 216,736	\$ 60,486	\$ 52,014	\$ -	\$ 1,804,550	\$ 94,545	\$ -	\$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,461	3,365	4,169	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,805	620	52	44	-	12,979	482	-	13,461
Total operating revenue and other support	<u>8,152</u>	<u>1,687,313</u>	<u>209,754</u>	<u>63,153</u>	<u>54,601</u>	<u>(53,424)</u>	<u>1,969,549</u>	<u>100,673</u>	<u>(1,118)</u>	<u>2,069,104</u>
Operating expenses										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,882)	17,783	1,039	-	18,822
Total operating expenses	<u>17,216</u>	<u>1,627,466</u>	<u>217,599</u>	<u>64,934</u>	<u>52,867</u>	<u>(55,203)</u>	<u>1,924,879</u>	<u>97,558</u>	<u>(794)</u>	<u>2,021,641</u>
Operating margin (loss)	<u>(9,064)</u>	<u>59,847</u>	<u>(7,845)</u>	<u>(1,781)</u>	<u>1,734</u>	<u>1,779</u>	<u>44,670</u>	<u>3,117</u>	<u>(324)</u>	<u>47,463</u>
Non-operating gains (losses)										
Investment income (losses), net	(26)	33,828	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other (losses) income, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
Total non-operating gains (losses), net	<u>(1,390)</u>	<u>2,873</u>	<u>1,408</u>	<u>2,122</u>	<u>1,124</u>	<u>(1,779)</u>	<u>4,358</u>	<u>4,299</u>	<u>361</u>	<u>9,018</u>
(Deficiency) excess of revenue over expenses	<u>(10,454)</u>	<u>62,720</u>	<u>(6,437)</u>	<u>341</u>	<u>2,858</u>	<u>-</u>	<u>49,028</u>	<u>7,416</u>	<u>37</u>	<u>56,481</u>
Net assets without donor restrictions										
Net assets released from restrictions	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
Increase in net assets without donor restrictions	<u>\$ 7,337</u>	<u>\$ 75,995</u>	<u>\$ 3,578</u>	<u>\$ 393</u>	<u>\$ 4,565</u>	<u>\$ -</u>	<u>\$ 91,868</u>	<u>\$ 7,308</u>	<u>\$ (21)</u>	<u>\$ 99,155</u>

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Statements of Operations and Changes in Net Assets Without Donor Restrictions

Year Ended June 30, 2018

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	\$ -	\$ 1,475,314	\$ 216,736	\$ 60,486	\$ 52,014	\$ 71,458	\$ 23,087	\$ -	\$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
Total operating revenue and other support	<u>8,152</u>	<u>1,691,189</u>	<u>210,450</u>	<u>63,150</u>	<u>55,955</u>	<u>71,578</u>	<u>23,172</u>	<u>(54,542)</u>	<u>2,069,104</u>
Operating expenses									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
Total operating expenses	<u>17,219</u>	<u>1,631,083</u>	<u>218,105</u>	<u>64,784</u>	<u>54,276</u>	<u>69,307</u>	<u>22,864</u>	<u>(55,997)</u>	<u>2,021,641</u>
Operating (loss) margin	<u>(9,067)</u>	<u>60,106</u>	<u>(7,655)</u>	<u>(1,634)</u>	<u>1,679</u>	<u>2,271</u>	<u>308</u>	<u>1,455</u>	<u>47,463</u>
Nonoperating gains (losses)									
Investment income (losses), net	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other (losses) income, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
Total non-operating gains (losses), net	<u>(1,390)</u>	<u>4,422</u>	<u>1,951</u>	<u>2,068</u>	<u>1,060</u>	<u>(20)</u>	<u>2,345</u>	<u>(1,418)</u>	<u>9,018</u>
(Deficiency) excess of revenue over expenses	<u>(10,457)</u>	<u>64,528</u>	<u>(5,704)</u>	<u>434</u>	<u>2,739</u>	<u>2,251</u>	<u>2,653</u>	<u>37</u>	<u>56,481</u>
Net assets without donor restrictions									
Net assets released from restrictions	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
Increase (decrease) in net assets without donor restrictions	<u>\$ 7,392</u>	<u>\$ 77,823</u>	<u>\$ 4,311</u>	<u>\$ 486</u>	<u>\$ 4,445</u>	<u>\$ 2,066</u>	<u>\$ 2,653</u>	<u>\$ (21)</u>	<u>\$ 99,155</u>

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Supplemental Consolidating Information
June 30, 2019 and 2018

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Schedule of Expenditures of Federal Awards

Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Federal Program						
Research and Development Cluster						
Department of Defense						
National Guard Military Operations and Maintenance (O&M) Projects	12.401	W81XWH1820076	Direct		\$ 234,630	\$ -
Military Medical Research and Development	12.420	W81XWH1810712	Direct		131,525	-
Military Medical Research and Development	12.420	R1143	Pass-Through	Trustees of Dartmouth College	2,055	-
					<u>133,580</u>	-
Department of Defense	12.RD	80232	Pass-Through	Creare, Inc.	46,275	-
					<u>414,485</u>	-
Environmental Protection Agency						
Science To Achieve Results (STAR) Research Program	66.509	31220SUB52965	Pass-Through	University of Vermont	1,031	-
					<u>1,031</u>	-
Department of Health and Human Services						
Innovations in Applied Public Health Research	93.061	1 R01 TS000288	Direct		84,957	8,367
Environmental Health	93.113	6K23ES025781-06	Direct		111,125	-
Environmental Health	93.113	R1118	Pass-Through	Trustees of Dartmouth College	5,087	-
					<u>116,212</u>	-
NIEHS Superfund Hazardous Substances	93.143	R1099	Pass-Through	Trustees of Dartmouth College	6,457	-
Health Program for Toxic Substances and Disease Registry	93.161	AWD00010523	Direct		61,180	-
Research Related to Deafness and Communication Disorders	93.173	6R21DC015133-03	Direct		119,896	61,908
National Research Service Award in Primary Care Medicine	93.186	T32HP32520	Direct		309,112	-
Research and Training in Complementary and Integrative Health	93.213	R1112	Pass-Through	Trustees of Dartmouth College	21,197	-
Research and Training in Complementary and Integrative Health	93.213	R1187	Pass-Through	Trustees of Dartmouth College	446	-
Research and Training in Complementary and Integrative Health	93.213	12272	Pass-Through	Palmer College of Chiropractic	30,748	-
Research and Training in Complementary and Integrative Health	93.213	Not Provided	Pass-Through	Southern California University of Health	12,030	-
					<u>64,421</u>	-
Research on Healthcare Costs, Quality and Outcomes	93.226	5P30HS024403	Direct		641,114	-
Research on Healthcare Costs, Quality and Outcomes	93.226	R1128	Pass-Through	Trustees of Dartmouth College	6,003	-
Research on Healthcare Costs, Quality and Outcomes	93.226	R1146	Pass-Through	Trustees of Dartmouth College	4,696	-
					<u>651,813</u>	-
Mental Health Research Grants	93.242	1K08MH117347-01A1	Direct		54,211	-
Mental Health Research Grants	93.242	6K23MH116367-02	Direct		109,228	-
Mental Health Research Grants	93.242	6R01MH110965	Direct		220,076	84,823
Mental Health Research Grants	93.242	6T32MH073553-15	Direct		130,340	-
Mental Health Research Grants	93.242	6R25MH068502-17	Direct		157,599	-
Mental Health Research Grants	93.242	6R01MH107625-05	Direct		200,805	27,984
Mental Health Research Grants	93.242	R1082	Pass-Through	Trustees of Dartmouth College	11,740	-
Mental Health Research Grants	93.242	R1144	Pass-Through	Trustees of Dartmouth College	5,897	-
Mental Health Research Grants	93.242	R1156	Pass-Through	Trustees of Dartmouth College	4,721	-
					<u>694,617</u>	<u>112,787</u>

Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Drug Abuse and Addiction Research Programs	93.279	6R01DA034699-05	Direct		390,647	90,985
Drug Abuse and Addiction Research Programs	93.279	6R21DA044501-03	Direct		118,741	-
Drug Abuse and Addiction Research Programs	93.279	6R01DA041416-04	Direct		135,687	62,277
Drug Abuse and Addiction Research Programs	93.279	R1105	Pass-Through	Trustees of Dartmouth College	11,957	-
Drug Abuse and Addiction Research Programs	93.279	R1104	Pass-Through	Trustees of Dartmouth College	4,109	-
Drug Abuse and Addiction Research Programs	93.279	R1192	Pass-Through	Trustees of Dartmouth College	5,059	-
					666,200	153,262
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.288	6K23EB026507-02	Direct		98,499	9,582
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.288	6R21EB021456-03	Direct		23,293	-
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.288	R1103	Pass-Through	Trustees of Dartmouth College	16,635	-
Discovery and Applied Research for Technological Innovations to Improve Human Health	93.288	5R21EB024771-02	Pass-Through	Trustees of Dartmouth College	5,938	-
					144,365	9,582
National Center for Advancing Translational Sciences	93.350	R1113	Pass-Through	Trustees of Dartmouth College	342,790	-
21st Century Cures Act - Beau Biden Cancer Moonshot	93.353	1204501	Pass-Through	Dana Farber Cancer Institute	166,421	-
Cancer Cause and Prevention Research	93.393	1R01CA225782	Direct		54,351	-
Cancer Cause and Prevention Research	93.393	R21CA227776A	Direct		28,640	-
Cancer Cause and Prevention Research	93.393	R01CA229197	Direct		65,701	-
Cancer Cause and Prevention Research	93.393	R1127	Pass-Through	Trustees of Dartmouth College	6,035	-
Cancer Cause and Prevention Research	93.393	R1097	Pass-Through	Trustees of Dartmouth College	5,870	-
Cancer Cause and Prevention Research	93.393	R1109	Pass-Through	Trustees of Dartmouth College	1,984	-
Cancer Cause and Prevention Research	93.393	DHMCCA222648	Pass-Through	The Pennsylvania State University	3,173	-
Cancer Cause and Prevention Research	93.393	R44CA210810	Pass-Through	Cairn Surgical, LLC	38,241	-
					203,995	-
Cancer Detection and Diagnosis Research	93.394	4R00CA190890-03	Direct		1,717	-
Cancer Detection and Diagnosis Research	93.394	6R37CA212187-03	Direct		106,110	2,907
Cancer Detection and Diagnosis Research	93.394	6R03CA219445-03	Direct		18,880	-
Cancer Detection and Diagnosis Research	93.394	R1079	Pass-Through	Trustees of Dartmouth College	23,031	-
Cancer Detection and Diagnosis Research	93.394	R1080	Pass-Through	Trustees of Dartmouth College	23,031	-
Cancer Detection and Diagnosis Research	93.394	R1086	Pass-Through	Trustees of Dartmouth College	6,772	-
Cancer Detection and Diagnosis Research	93.394	R1096	Pass-Through	Trustees of Dartmouth College	1,174	-
Cancer Detection and Diagnosis Research	93.394	R1124	Pass-Through	Trustees of Dartmouth College	83,174	-
					263,889	2,907
Cancer Treatment Research	93.395	1UG1CA233323-01	Direct		14,675	-
Cancer Treatment Research	93.395	6U10CA180854-06	Direct		27,790	-
Cancer Treatment Research	93.395	DAC-194321	Pass-Through	Mayo Clinic	36,708	-

Dartmouth-Hitchcock Health and Subsidiaries

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Cancer Treatment Research	93.395	R1087	Pass-Through	Trustees of Dartmouth College	2,630	-
Cancer Treatment Research	93.395	110408	Pass-Through	Brigham and Women's Hospital	20,430	-
					<u>102,233</u>	-
Cancer Centers Support Grants	93.397	R1126	Pass-Through	Trustees of Dartmouth College	95,624	-
Cardiovascular Diseases Research	93.837	1UM1HL147371-01	Direct		11,774	-
Cardiovascular Diseases Research	93.837	7K23HL142835-02	Direct		65,544	-
					<u>77,318</u>	-
Lung Diseases Research	93.838	6R01HL122372-05	Direct		205,920	8,664
Arthritis, Musculoskeletal and Skin Diseases Research	93.846	6T32AR049710-16	Direct		73,049	-
Diabetes, Digestive, and Kidney Diseases Extramural Research	93.847	R1098	Pass-Through	Trustees of Dartmouth College	70,736	704
Extramural Research Programs in the Neurosciences and Neurological Disorders	93.853	6R01NS052274-11	Direct		50,412	-
Extramural Research Programs in the Neurosciences and Neurological Disorders	93.853	16-210950-04	Direct		18,016	-
					<u>68,428</u>	-
Allergy and Infectious Diseases Research	93.855	R1081	Pass-Through	Trustees of Dartmouth College	3,787	-
Allergy and Infectious Diseases Research	93.855	RES513934	Pass-Through	Case Western Reserve University	4,170	-
Allergy and Infectious Diseases Research	93.855	R1155	Pass-Through	Trustees of Dartmouth College	14,582	-
					<u>22,539</u>	-
Biomedical Research and Research Training	93.859	R1100	Pass-Through	Trustees of Dartmouth College	14,901	-
Biomedical Research and Research Training	93.859	R1141	Pass-Through	Trustees of Dartmouth College	587	-
Biomedical Research and Research Training	93.859	R1145	Pass-Through	Trustees of Dartmouth College	241	-
					<u>15,729</u>	-
Child Health and Human Development Extramural Research	93.865	5P2CHD086841-04	Direct		127,400	10,132
Child Health and Human Development Extramural Research	93.865	6UG1OD024946-03	Direct		260,914	-
Child Health and Human Development Extramural Research	93.865	6R01HD067270	Direct		314,058	223,885
Child Health and Human Development Extramural Research	93.865	R1119	Pass-Through	Trustees of Dartmouth College	13,284	-
Child Health and Human Development Extramural Research	93.865	51460	Pass-Through	Univ of Arkansas for Medical Sciences	4,696	-
					<u>720,332</u>	<u>234,017</u>
Aging Research	93.866	6K23AG051681-04	Direct		76,377	2,883
Aging Research	93.866	R1102	Pass-Through	Trustees of Dartmouth College	8,285	-
					<u>84,662</u>	<u>2,883</u>
Vision Research	93.867	6R21EY028677-02	Direct		28,751	3,149
Medical Library Assistance	93.879	R1107	Pass-Through	Trustees of Dartmouth College	4,273	-
Medical Library Assistance	93.879	R1190	Pass-Through	Trustees of Dartmouth College	1,244	-
					<u>5,517</u>	-
International Research and Research Training	93.989	R1123	Pass-Through	Trustees of Dartmouth College	5,936	-
International Research and Research Training	93.989	6R25TW007693-09	Pass-Through	Fogarty International Center	96,327	65,097
					<u>102,263</u>	<u>65,097</u>

Dartmouth-Hitchcock Health and Subsidiaries Schedule of Expenditures of Federal Awards Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
Department of Health and Human Services	93.RD		Pass-Through	Lidos Biomedical Research, Inc.	201,551	-
Total Department of Health and Human Services					<u>5,970,977</u>	<u>663,327</u>
Total Research and Development Cluster					<u>6,386,493</u>	<u>663,327</u>
Medicaid Cluster						
Medical Assistance Program	93.778	SNHH 2-18-19	Pass-Through	Southern New Hampshire Health	131,775	-
Medical Assistance Program	93.778	Not Provided	Pass-Through	NH Dept of Health and Human Services	1,453,796	-
Medical Assistance Program	93.778	RFP-2017-OCOM-01-PHYSI-01	Pass-Through	NH Dept of Health and Human Services	3,106,149	-
Medical Assistance Program	93.778	03420-7235S	Pass-Through	Vermont Department of Health	59,381	-
Medical Assistance Program	93.778	03410-2020-19	Pass-Through	Vermont Department of Health	116,786	-
Total Medicaid Cluster					<u>4,869,897</u>	<u>-</u>
Highway Safety Cluster						
State and Community Highway Safety	20.600	19-266 Youth Operator	Pass-Through	NH Highway Safety Agency	66,600	-
State and Community Highway Safety	20.600	19-266 BUNH	Pass-Through	NH Highway Safety Agency	76,915	-
State and Community Highway Safety	20.600	19-266 Statewide CPS	Pass-Through	NH Highway Safety Agency	82,202	-
Total Highway Safety Cluster					<u>225,777</u>	<u>-</u>
Other Sponsored Programs						
Department of Justice						
Crime Victim Assistance	16.575	2015-VA-GX0007	Pass-Through	New Hampshire Department of Justice	237,692	-
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	1-CLAR-NH-SA17	Pass-Through	National Children's Alliance	1,448	-
					<u>239,140</u>	<u>-</u>
Department of Education						
Race to the Top	84.412	03440-34119-18-ELCG24	Pass-Through	Vermont Dept for Children and Families	115,094	-
					<u>115,094</u>	<u>-</u>
Department of Health and Human Services						
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	Not Provided	Pass-Through	NH Dept of Health and Human Services	69,945	-
Blood Disorder Program: Prevention, Surveillance, and Research	93.080	GENFD0001568485	Pass-Through	Boston Children's Hospital	18,283	-
Maternal and Child Health Federal Consolidated Programs	93.110	6 T73MC323930101	Direct		652,997	591,411
Maternal and Child Health Federal Consolidated Programs	93.110	0253-6545-4609	Pass-Through	Icahn School of Medicine at Mount Sinai	10,548	-
					<u>672,545</u>	<u>591,411</u>
Emergency Medical Services for Children	93.127	7 H33MC323950100	Direct		137,067	-
Centers for Research and Demonstration for Health Promotion and Disease Prevention	93.135	R1140	Pass-Through	Trustees of Dartmouth College	449,757	-
HIV-Related Training and Technical Assistance	93.145	Not Provided	Pass-Through	University of Massachusetts Med School	3,242	-
Coordinated Services and Access to Research for Women, Infants, Children	93.153	H12HA31112	Direct		391,829	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	7H79SM063584-01	Direct		24,313	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	55,361	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	Not Provided	Pass-Through	Vermont Department of Health	227,437	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	03420-A19006S	Pass-Through	Vermont Department of Health	128,784	-
					<u>433,875</u>	<u>-</u>
Drug Free Communities Support Program Grants	93.276	5H79SP020382	Direct		126,464	-
Department of Health and Human Services	93.828	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	29,838	-

Dartmouth-Hitchcock Health and Subsidiaries

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2019

	CFDA	Award Number/pass-through Identification Number	Funding Source	Pass-Through Entity	Total Expenditures	Amount Passed Through to Subrecipients
University Centers for Excellence in Developmental Disabilities Education, Research, and Service	93.632	19-029	Pass-Through	University of New Hampshire	2,811	-
Adoption Opportunities	93.652	AWD00009303	Direct		32,384	-
Adoption Opportunities	93.652	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	110,524	-
					<u>142,908</u>	<u>-</u>
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	RFP-2018-DPHS-01-REGION-1	Pass-Through	NH Dept of Health and Human Services	343,297	-
University Centers for Excellence in Developmental Disabilities Education, Research, and Service	93.761	90FPSG0019	Direct		134,524	-
Opioid STR	93.788	RFP-2018-BDAS-05-INTEG	Pass-Through	NH Dept of Health and Human Services	954,356	61,208
Opioid STR	93.788	2019-BDAS-05-ACCES-04	Pass-Through	NH Dept of Health and Human Services	161,164	-
Opioid STR	93.788	SS-2019-BDAS-05-ACCES-02	Pass-Through	NH Dept of Health and Human Services	243,747	-
					<u>1,359,287</u>	<u>61,208</u>
Organized Approaches to Increase Colorectal Cancer Screening	93.800	5 NU58DP006086	Direct		912,937	-
Hospital Preparedness Program (HPP) Ebola Preparedness	93.817	03420-6755S	Pass-Through	Vermont Department of Health	2,347	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	03420-6951S	Pass-Through	Vermont Department of Health	99,841	-
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	03420-07823	Pass-Through	Vermont Department of Health	178,907	-
					<u>278,748</u>	<u>-</u>
National Bioterrorism Hospital Preparedness Program	93.889	03420-7272S	Pass-Through	Vermont Department of Health	2,786	-
Rural Health Care Services Outreach, Rural Health Network Develop and Small Health Care Provider Quality Improvement	93.912	6 D06RH31057-02-03	Direct		138,959	-
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	1 H76HA31654-01-00	Direct		273,666	-
Block Grants for Community Mental Health Services	93.958	9224120	Pass-Through	NH Dept of Health and Human Services	2,498	-
Block Grants for Community Mental Health Services	93.958	RFP-2017-DBH-05-FIRST E	Pass-Through	NH Dept of Health and Human Services	32,625	-
					<u>35,123</u>	<u>-</u>
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	Pass-Through	NH Dept of Health and Human Services	69,276	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Not Provided	Pass-Through	Foundation for Healthy Communities	54,356	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	Pass-Through	Foundation for Healthy Communities	1,695	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	03420-A18033S	Pass-Through	Vermont Department of Health	59,204	-
					<u>184,531</u>	<u>-</u>
PPHF Geriatric Education Centers	93.969	U1QHP32519	Direct		728,055	-
Department of Health and Human Services	93.U01	RFP-2018-DPHS-05-INJUR	Pass-Through	NH Highway Safety Agency	80,107	-
Department of Health and Human Services	93.U02	Not Provided	Pass-Through	NH Dept of Health and Human Services	48,489	-
Department of Health and Human Services	93.U03	Not Provided	Pass-Through	NH Dept of Health and Human Services	56,419	-
Department of Health and Human Services	93.U04	Not Provided	Pass-Through	NH Dept of Health and Human Services	37,009	-
Department of Health and Human Services	93.U05	Not Provided	Pass-Through	NH Dept of Health and Human Services	39,653	-
Department of Health and Human Services	93.U06	Not Provided	Pass-Through	County of Cheshire	213,301	-
					<u>474,978</u>	<u>-</u>
Corporation for National and Community Service AmeriCorps	94.006	17ACHNH0010001	Pass-Through	Volunteer NH	72,297	-
					<u>72,297</u>	<u>-</u>
Total Other Programs					<u>7,774,313</u>	<u>652,619</u>
Total Federal Awards and Expenditures					<u>\$ 19,256,480</u>	<u>\$ 1,315,946</u>

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Schedule of Expenditures of Federal Awards

June 30, 2019

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") presents the activity of federal award programs administered by Dartmouth-Hitchcock Health and Subsidiaries (the "Health System") as defined in the notes to the consolidated financial statements and is presented on an accrual basis. The purpose of this Schedule is to present a summary of those activities of the Health System for the year ended June 30, 2019 which have been financed by the United States government ("federal awards"). For purposes of this Schedule, federal awards include all federal assistance entered into directly between the Health System and the federal government and subawards from nonfederal organizations made under federally sponsored agreements. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Pass-through entity identification numbers and CFDA numbers have been provided where available.

Visiting Nurse and Hospice of NH and VT ("VNH") received a Community Facilities Loan, CFDA #10.766, of which the proceeds were expended in the prior fiscal year. The VNH had an outstanding balance of \$2,696,512 as of June 30, 2019. As this loan was related to a project that was completed in the prior audit period and the terms and conditions do not impose continued compliance requirements other than to repay the loan, we have properly excluded the outstanding loan balance from the Schedule.

2. Indirect Expenses

Indirect costs are charged to certain federal grants and contracts at a federally approved predetermined indirect rate, negotiated with the Division of Cost Allocation and therefore we do not use the de minimus 10% rate. The predetermined rate provided for the year ended June 30, 2019 was 29.3%. Indirect costs are included in the reported federal expenditures.

3. Related Party Transactions

The Health System has an affiliation agreement with Dartmouth College dated June 4, 1996 in which the Health System and the Geisel School of Medicine at Dartmouth College affirm their mutual commitment to providing high quality medical care, medical education and medical research at both organizations. Pursuant to this affiliation agreement, certain clinical faculty of the Health System participate in federal research programs administered by Dartmouth College. During the fiscal year ended June 30, 2019, Health System expenditures, which Dartmouth College reimbursed, totaled \$3,979,033. Based on the nature of these transactions, the Health System and Dartmouth College do not view these arrangements to be subrecipient transactions but rather view them as Dartmouth College activity. Accordingly, this activity does not appear in the Health System's schedule of expenditures of federal awards for the year ended June 30, 2019.

Part II
Reports on Internal Control and Compliance



Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheet as of June 30, 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 26, 2019, which included an emphasis of a matter paragraph related to the Health System changing the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019 as discussed in note 2 of the consolidated financial statements.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Health System's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health System's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Health System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Primitivo Cooper LLP

Boston, Massachusetts
November 26, 2019



**Report of Independent Auditors on Compliance with Requirements
That Could Have a Direct and Material Effect on Each Major Program and on Internal
Control Over Compliance in Accordance with the Uniform Guidance**

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Dartmouth-Hitchcock Health and its subsidiaries' (the "Health System") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Health System's major federal programs for the year ended June 30, 2019. The Health System's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Health System's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Health System's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Dartmouth-Hitchcock Health and its subsidiaries compliance.



Opinion on Each Major Federal Program

In our opinion, Dartmouth-Hitchcock Health and its subsidiaries complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the Health System are responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Health System's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Health System's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Primitivo Cooper LLP

Boston, Massachusetts
March 31, 2020

Part III
Findings and Questioned Costs

Dartmouth-Hitchcock and Subsidiaries

Schedule of Findings and Questioned Costs

Year Ended June 30, 2019

I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified opinion
Internal control over financial reporting	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
Noncompliance material to financial statements	No

Federal Awards

Internal control over major programs	
Material weakness (es) identified?	No
Significant deficiency (ies) identified that are not considered to be material weakness (es)?	None reported
Type of auditor's report issued on compliance for major programs	Unmodified opinion
Audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs

CFDA Number	Name of Federal Program or Cluster
Various CFDA Numbers	Research and Development
93.800	Organized Approaches to Increase Colorectal Cancer Screening
93.788	Opioid STR
93.110	Maternal and Child Health Federal Consolidated Programs
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

Dartmouth-Hitchcock and Subsidiaries
Schedule of Findings and Questioned Costs
Year Ended June 30, 2019

II. Financial Statement Findings

None Noted

III. Federal Award Findings and Questioned Costs

None Noted

Dartmouth-Hitchcock and Subsidiaries
Summary Schedule of Prior Audit Findings and Status
Year Ended June 30, 2019

There are no findings from prior years that require an update in this report.

**DARTMOUTH-HITCHCOCK (D-H) | DARTMOUTH-HITCHCOCK HEALTH (D-HH)
BOARDS OF TRUSTEES AND OFFICERS**

Effective: January 1, 2020

<p>Mark W. Begor, MBA MHHM/DHC Trustee <i>Chief Executive Officer, Equifax</i></p>	<p>Jennifer L. Moyer, MBA MHHM/DHC Trustee <i>Managing Director & CAO, White Mountains Insurance Group, Ltd</i></p>
<p>Jocelyn D. Chertoff, MD, MS, FACR MHHM/DHC (Clinical Chair/Center Director) Trustee <i>Chair, Dept. of Radiology</i></p>	<p>Robert A. Oden, Jr., PhD MHHM/DHC/D-HH Trustee <i>Retired President, Carleton College</i></p>
<p>Duane A. Compton, PhD MHHM/DHC/D-HH Trustee <i>Ex-Officio: Dean, Geisel School of Medicine at Dartmouth</i></p>	<p>David P. Paul, MBA MHHM/DHC Trustee <i>President & COO, JBG SMITH</i></p>
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<p>Joanne M. Conroy, MD MHHM/DHC/D-HH Trustee <i>Ex-Officio: CEO & President, D-H/D-HH</i></p>	<p>Richard J. Powell, MD (Roshini Pinto-Powell, MD) D-HH Trustee <i>Section Chief, Vascular Surgery; Professor of Surgery and Radiology</i></p>
<p>Paul P. Danos, PhD MHHM/DHC/D-HH Trustee <i>Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth</i></p>	<p>Thomas Raffio, MBA, FLMI MHHM/DHC Trustee <i>President & CEO, Northeast Delta Dental</i></p>
<p>Elof Eriksson, MD, PhD MHHM/DHC Trustee <i>Professor Emeritus, Harvard Medical School and Chief Medical Officer, Applied Tissues Technologies, LLC</i></p>	<p>Kurt K. Rhyhart, MD, FACS MHHM/DHC (D-H Lebanon Physician Trustee Representative) Trustee <i>DHMC Trauma Medical Director and Divisional Chief of Trauma and Acute Care Surgery</i></p>
<p>Senator Judd A. Gregg MHHM/DHC Trustee <i>Senior Advisor to SIFMA</i></p>	<p>Edward Howe Stansfield, III, MA MHHM/DHC/D-HH Boards' Chair <i>Senior VP, Resident Director for the Hanover, NH Bank of America/Merrill Lynch Office</i></p>
<p>Roberta L. Hines, MD MHHM/DHC Trustee <i>Nicholas M. Greene Professor and Chair, Dept. of Anesthesiology, Yale School of Medicine</i></p>	<p>Pamela Austin Thompson, MS, RN, CENP, FAAN MHHM/DHC/D-HH Trustee <i>Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)</i></p>
<p>Cherie A. Holmes, MD, MSc MHHM/DHC/(Community Group Practice) Trustee <i>Medical Director, Acute Care Services, D-H Keene/Cheshire Medical Center</i></p>	<p>Jon W. Wahrenberger, MD, FAHA, FACC MHHM/DHC (Lebanon Physician) Trustee <i>Clinical Cardiologist, Cardiovascular Medicine</i></p>
<p>Jonathan T. Huntington, MD, PhD, MPH MHHM/DHC (Lebanon Physician) Trustee <i>Acting Chief Medical Officer, DHMC</i></p>	<p>Marc B. Wolpov, JD, MBA MHHM/DHC/D-HH Trustee <i>Co-Chief Executive Officer of Audax Group</i></p>
<p>Laura K. Landy, MBA MHHM/DHC/D-HH Trustee <i>President and CEO of the Fannie E. Rippel Foundation</i></p>	

Curriculum Vitae

Luke J Archibald, M.D.
[REDACTED]

Date Prepared: 5/1/2020

Education

- 8/2005 – 5/2009 M.D., Columbia University College of Physicians and Surgeons
New York, NY
- 8/1998 – 5/2002 Bachelor of Science in Chemistry, University of Notre Dame
Notre Dame, IN

Postdoctoral Training

- 7/2013 – 6/2014 Addiction Psychiatry Fellow
New York University School of Medicine
- 7/2012 – 6/2013 Chief Resident in Psychiatry
New York University School of Medicine
- 7/2009 – 6/2012 Resident in Psychiatry
New York University School of Medicine

Academic Appointments

- 11/2018 – current Assistant Professor of Psychiatry
Geisel School of Medicine at Dartmouth
- 7/2014 – 10/2018 Clinical Assistant Professor of Psychiatry
New York University School of Medicine

Institutional Leadership Roles

- 11/2018 – current Director of Addiction Services
Department of Psychiatry
Dartmouth-Hitchcock Medical Center, Lebanon, NH
- 1/2017 – 10/2018 Director, Division of Alcoholism and Drug Abuse
Department of Psychiatry
Bellevue Hospital, New York, NY

7/2015 – 8/2018 Unit Chief, 20 East Dual Diagnosis
Department of Psychiatry
Bellevue Hospital, New York, NY

Licensure and Certification

2018 – current State of New Hampshire Board of Medicine, License #19180
2016 – current State of California Board of Medicine, License #A142053
2014 – current Buprenorphine certification in accordance with DATA 2000
2010 – current State of New York License in Medicine, Registration #258530

Board Certification

9/2014 – current Addiction Psychiatry (certificate #2224)
American Board of Psychiatry and Neurology

9/2013 – current Psychiatry (certificate #66177)
American Board of Psychiatry and Neurology

Hospital or Health System Appointments

11/2018 – current Director of Addiction Services
Department of Psychiatry
Dartmouth-Hitchcock Medical Center, Lebanon, NH

1/2017 – 10/2018 Director, Division of Alcoholism and Drug Abuse
Department of Psychiatry
Bellevue Hospital, New York, NY

7/2015 – 8/2018 Unit Chief, 20 East Dual Diagnosis
Department of Psychiatry
Bellevue Hospital, New York, NY

7/2014 – 6/2015 Attending Psychiatrist
Comprehensive Psychiatric Emergency Room (CPEP)
Bellevue Hospital, New York, NY

7/2011 – 6/2013 Psychiatry Moonlighter
North Shore/LIJ Lenox Hill Hospital, New York, NY

Other Professional Positions

7/2013 – 10/2018 Private Psychiatric Practice
New York, NY

6/2002 – 8/2005 Actuarial Analyst, Mercer Consulting (Marsh & McLennan)
New York, NY

Professional Development Activities

Teaching Activities

- A. Undergraduate teaching (“college” students)
- B. Undergraduate Medical Education (UME; “med student”) *Classroom* teaching
- C. Undergraduate Medical Education (UME; “med student”) *Clerkship or other Clinical* (e.g., On-doctoring) teaching

Medical Student Clerkship in Psychiatry

7/2015-8/2018

NYU School of Medicine

Inpatient clinical preceptor

200 hours/year; 16 students/year

Medical Student Pre-Clinical Psychiatry Interviewing Seminar

9/2012 – 11/2012

NYU School of Medicine

Group preceptor

12 hours/year; 8 students/year

- D. Graduate Medical Education (GME) teaching: Inclusive of instruction of residents and fellows during clinical practice

Addiction Psychiatry Fellow Supervision

11/2018 – current

Geisel School of Medicine at Dartmouth

Clinical Supervisor, Addiction Treatment Program

50 hours/year; 2 fellows/year

Psychiatry Resident (PGY1) Didactics – “Intern Crash Course”

7/2019 – current

Geisel School of Medicine at Dartmouth

Lecturer

2 hours/year; 8 residents/year

Psychiatry Resident (PGY3) Supervision

7/2014 – 10/2018

NYU School of Medicine

Outpatient Supervisor

40 hours/year; 1 resident/year

Addiction Psychiatry Fellow Supervision

7/2015 – 8/2018

NYU School of Medicine

Supervisor, 20 East Dual Diagnosis Unit rotation

100 hours/year; 5 fellows/year

Name: Luke Archibald

Addiction Psychiatry Fellow Didactics
7/2016 – 6/2018
NYU School of Medicine
Lecturer
2 hours/year; 5 fellows/year

Psychiatry Resident (PGY1) Didactics: Introduction to Psychiatry
7/2016 – 6/2018
NYU School of Medicine
Lecturer
3 hours/year; 12 residents/year

Psychiatry Resident (PGY1) Supervision
7/2014 – 6/2015
NYU School of Medicine
Supervisor, Comprehensive Psychiatric Emergency Room (CPEP)
100 hours/year; 12 residents/year

- E. Other clinical education programs (e.g., PA programs)
- F. Graduate teaching (post-college students enrolled in advance degree-granting programs, e.g., MS, MPH, PhD)

Psychology Extern Didactics
7/2015 – 6/2018
Bellevue Hospital, New York, NY
Lecturer
1 hour/year; 10 externs/year

- G. Other professional/academic programs (e.g., teaching in courses at MBL or Cold Spring Harbor)

Project ECHO: Mental Health and Substance Use
Dates: 1/14/2020, 3/10/2020
Dartmouth-Hitchcock Knowledge Map
Expert Discussant
2 hours/year, 20 participants/session

Primary Research Advising

Advising/Mentoring (other)

Engagement, Community Service/Education

3/2020 – current
Headrest (Substance Use Disorder treatment program in Lebanon, NH)
Member, Professional Advisory Board
6 hours/year

Research Activities

Pending

Dates: TBD (site was selected on 3/19/2020)

Project title: CTN-0100: Optimizing Retention, Duration, and Discontinuation Strategies for Opioid Use Disorder Pharmacotherapy (RDD)

Your role: site PI

Percent effort: estimated 0.3 FTE

Sponsoring agency: National Institute on Drug Abuse (NIDA)

Annual direct costs of the award (see below)

Program Development

New Hampshire State Opioid Response (SOR): The Doorway

Program Type: clinical

Program Goal: connect individuals seeking help for addiction with support and services via screening and evaluation, treatment, prevention (including naloxone distribution), case management, and peer recovery support

Role: Medical Director, The Doorway at Dartmouth-Hitchcock in Lebanon

Dates: 12/2018 – current

Measurement of impact: GPRA (Government Performance and Results Act) assessments for clients with Opioid Use Disorder (OUD), performed longitudinally

New Hampshire State Opioid Response (SOR): The Doorway After Hours Service

Program Type: clinical

Program Goal: provide telephone support from licensed clinicians for individuals in the state of New Hampshire calling 211 and attempting to access The Doorways during off-hours

Role: Medical Director

Dates: 12/2018 – current

Measurement of impact: quarterly data reports with various indicators including call volume and outcome of each call

NYC Health and Hospitals: Consult for Addiction Treatment and Care in Hospitals (CATCH)

Program Type: clinical and research

Program Goal: establish addiction consult teams at six New York City public hospitals to address the opioid epidemic by increasing MAT prescribing for hospitalized patients

Role: project leader for implementation, Bellevue Hospital

Dates: 7/2017 – 10/2018

Measurement of impact: stepped-wedge cluster randomized trial led by Dr. Jennifer McNeely

Entrepreneurial Activities

Major Committee Assignments, Inclusive of Professional Studies

A. National

B. Regional

C. Institutional

- | | |
|------------------|--|
| 4/2019 – 4/2020 | Therapeutic Cannabis Guidance
Member, Core Workgroup
Dartmouth-Hitchcock |
| 1/2017 – 10/2018 | Psychiatry Executive Committee, Department of Psychiatry
Member
Bellevue Hospital |
| 10/2012 – 1/2018 | Psychiatry Residency Selection Committee
Member
New York University School of Medicine |
| 7/2012 – 6/2013 | Psychiatry Residency Education Committee
Member
New York University School of Medicine |
| 9/2001 – 5/2002 | Department of Chemistry Ethics Committee
Student Member
University of Notre Dame |

Institutional Center or Program Affiliations

Editorial Boards

Journal Referee Activity

Awards and Honors

- | | |
|-----------|---|
| 2002 | Magna Cum Laude, University of Notre Dame |
| 2002 | Merck Index Award for Excellence in Chemistry, University of Notre Dame |
| 2012-2013 | Chief Resident in Psychiatry, NYU School of Medicine |

Invited Presentations

- A. International
- B. National
- C. Regional/local

Project ECHO: Mental Health and Substance Use * ^

Date: 1/28/2020

Topic: Screening, Assessment, and Diagnosis of Alcohol and Substance Use Disorders

Sponsoring Organization: Dartmouth-Hitchcock Knowledge Map

Location: Lebanon, NH

Bibliography

A. Peer-reviewed publications in print or other media

Archibald L, Brunette M, Wallin D, Green A. Alcohol Use Disorder (AUD) and Schizophrenia or Schizoaffective Disorder. In: Alcohol Use Disorder and Co-Occurring Mental Health Conditions. *Alcohol Research: Current Reviews*. 2019;40(1).

Kwon J., Archibald L., Deringer, E. (2016) Substance Abuse: Intoxication and Withdrawal. In Maloy K. (Ed), *A Case-Based Approach to Emergency Psychiatry*. Oxford University Press.

Archibald L. (2018) Twelve-Step Programs and the Dually Diagnosed. In Avery J, Barnhill J. (Ed), *Co-Occurring Mental Illness and Substance Use Disorders: A Guide to Diagnosis and Treatment*. American Psychiatric Association Publishing.

B. Other scholarly work in print or other media

Archibald L, Budney A. *Letter: What's the rush on marijuana legalization?* Concord Monitor. Published 3/11/2019.

C. Abstracts

Personal Statement

I joined Dartmouth-Hitchcock as the Director of Addiction Services in the Department of Psychiatry in November 2018 and am the medical director of the Dartmouth-Hitchcock Addiction Treatment Program (ATP). Our services include an Intensive Outpatient Program (IOP), medical visits for hundreds of individuals with Opioid Use Disorder (OUD), and a Perinatal Addiction Treatment Program (PATP), and it is the site of the regional hub for the New Hampshire State Opioid Response (SOR) Doorway project. Previously, I worked in the NYU School of Medicine, serving as the Director of the Addiction Division in the Department of Psychiatry at Bellevue Hospital. In that role, I oversaw three clinical programs: the Opioid Treatment Program (OTP), the Chemical Dependency Outpatient Program (CDOP), and the inpatient detoxification and stabilization unit.

Thus far at Dartmouth-Hitchcock, my principal work has focused on expanding and refining the Addiction Treatment Program, including developing The Doorway at Dartmouth-Hitchcock and overseeing significant growth in the number of individuals served at ATP. We were recently selected as a site for a large research study (CTN-0100) aimed at measuring factors of treatment engagement and medication discontinuation strategies for individuals with OUD.

CURRICULUM VITAE
MELISSA BAUGHMAN, MA, MLADC, LCMHC



EDUCATION

Naropa University
Boulder, CO

September 1996 - May 1999
Masters in Counseling Psychology
GPA 4.0

Connecticut College
New London, CT

September 1984 - May 1986
Double Major: Italian and Classics
Elizabeth C. Evans Award for excellence in the study of classics

AWARDS

Clinical Excellence Award from Psychiatry Department of Geisel School of Medicine (2015)
Clinical Excellence Award from West Central Services (2005)

LICENSES

MLADC - NH Alcohol and Drug Counselor #0566 (2004 - Present)
LCMHC - NH Licensed Clinical Mental Health Counselor #632 (2006 - Present)

EMPLOYMENT

Department of Psychiatry
Geisel School of Medicine
85 Mechanic Street, Suite 3B1
Lebanon, NH 03766

Clinical Director
July 2017 - Present
Substance Use Clinician
September 2006 - Present

Develop and supervise clinical care for Intensive outpatient Program (IOP) and the NH Doorway Program.

- Coordinate program and staff schedules and assure treatment services are being delivered according to best practices and state guidelines.
- Work closely with Medical Director and Practice Manager and DHMC Psychiatry Leadership team regarding clinical operations, guiding principles and ongoing management.
- Establish and maintain contact with DHMC departments and outside organizations for referral purposes and to obtain needed services for program patients.
- Provide addiction training, education, and group facilitation skills for Geisel School of Medicine addiction fellows.
- Supervise clinical staff: 4 Clinicians, 2 Recovery Coaches and 1 Resource Specialist.
- Coordinate hiring and ongoing development of aforementioned staff.

Provide strength-based substance use and mental health counseling to adults in individual, group and family treatment.

- Evaluate patients who struggle with a substance use and co-occurring mental health disorder and make patient centered and appropriate level of care recommendation.
- Develop a care plan which integrates therapeutic care for co-occurring mental health disorders in conjunction with medication management through the psychiatric addiction medicine team and community support.

- Serve self-referred patients as well as those referred through the Doorway, by the court system, impaired driver's programs, primary care, the emergency department, and inpatient psychiatry.
- Communicate effectively with all levels of the organization as well as with outside referral sources.
- Develop and facilitate educational topics to increase recovery behaviors and physical, mental, and spiritual wellness.
- Facilitate group therapy for evening and morning IOP program as well as aftercare group for IOP graduates. Modalities include evidence based practices (Motivational Enhancement, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Mindfulness).

**Psychiatric Research Center
Geisel School of Medicine (PRC)**
85 Mechanic Street, Suite
Lebanon NH

Substance Use Disorder Clinician for Trauma study
2009 - 2012
**Employment Specialist for Supported Employment
study in a substance abuse setting**
2013

- Participated in two research studies through the PRC.
- Provided specialized ICBT and relapse prevention treatment for patients in our IOP program diagnosed with PTSD.
- Certified as an employment specialist providing supported employment counseling to study participants who struggle with substance use disorders to assess how employment influences relapse prevention, mental and physical health.

West Central Behavioral Health
20 West Park Street
Suite 219
Lebanon, NH 03766

Substance Use and Mental Health Clinician
February 2001 - September 2006

Provide substance use and mental health counseling for a community mental health center.

- Worked closely with court referrals and impaired drivers programs.
- Co-occurring issues included: depression, anxiety, identity, work concerns, domestic violence, and trauma.
- Provided short-term solution based counseling for employee assistant program (EAP) referrals.
- Co-facilitated Batterer's Intervention Group, a program for men to develop non-abusive attitudes and behaviors toward women.

The Boulder Clinic
Boulder, CO

Clinical Director
September 1999 - March 2000

General Manager of clinic treating patients with opioid addiction.

- Counseled a full case load of 65 patients while overseeing daily operations of the clinic including outreach, development of specialized programs (HIV testing and needle exchange), accuracy of accounts, personnel training and scheduling, and CARF accreditation.

INTERNSHIPS AND SPECIALIZED TRAINING

Boulder Community Hospital
Boulder, CO

Chaplain Intern
September 1998 - May 1999

Counselor and support to patients, their significant others, and staff predominantly in intensive care and oncology.

- Outreach visits to Boulder County Jail to counsel a former patient struggling with depression and trauma.
- Provided compassionate care working with grief, loss, death and dying.

Friendship House

Boulder, CO

Assisted a severely mentally ill woman develop stability by integrating mindfulness skills into her daily activities. Participated in team oriented treatment plan development and supervision.

Therapeutic Team Member

September 1997 - June 1998

Myers Briggs Type Indicator (MBTI) 1993 - Present

Certified administrator and interpreter of the MBTI, a personality assessment tool that strengthens self-awareness and communication.

FOREIGN LANGUAGE

Fluent in Italian both written and spoken. Studied, worked, and lived in Italy for 5 years.

Mary Ellen Carpenter

EXPERIENCE

Mary-Hitchcock Memorial Hospital – CNA – 1981-Present

2014-2019 CNA/USA-4E Cardiology In-Patient Unit

- Ensured the comfort, safety, and emotional well-being of In-Patients during their hospital stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.
- Operated as the “Float” Night CNA for the entire hospital. Required versatility and comprehension to perform the CNA responsibilities required in any Unit.

2010-2014 CNA-General Internal Medicine Clinic

- Roomed patients for the unit, included: testing of vital signs and verification of current medications.
- Performed a variety of tests for the unit, included: lab collections, glucose testing, Hep C testing and EKGS
- Member of the Yellow and Green Belt Project to find more efficient and helpful ways to intake patients and assist patients with ways to get to and from the hospital for their care.

2008-2010 CNA-ISCU-Step Down Unit for the ICU stepdown patients

- Ensured the comfort, safety, and emotional well-being of high-risk patients coming from the ICU.

1998-2008 Unit Service Coordinator for Maternal Child Health Psych Division

- Developed the position of Unit Service Coordinator and the position’s responsibilities.
- Developed and documented the processes and procedures of the responsibilities of this position for the entire hospital.

1988-1998 Unit Secretary Instructor

- Developed and documented the processes and procedures of the responsibilities of this position for the entire hospital.

Sullivan Country Nursing Home – CNA – 1980-1981

- Ensured the comfort, safety, and emotional well-being of elderly patients during their stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.
- Collaborated with PT (Physical Therapy) and Activities to assist the patients in ways to keep their minds and bodies functioning as efficiently as possible and maintain overall good health

Mary Ellen Carpenter

Newport Health Care Center – CNA – 1977-1978

- Ensured the comfort, safety, and emotional well-being of In-Patients during their hospital stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.

Mary-Hitchcock Memorial Hospital – CNA – 1975-1977

- Ensured the comfort, safety, and emotional well-being of In-Patients during their hospital stay. Responsibilities to ensure these necessities included: turning the patients to prevent bed sores, daily bathing, coordination and facilitation of their medical needs, as well as a comforting bed-side manner.

EDUCATION

CERTIFICATION – Mary-Hitchcock Memorial Hospital – Certified Nursing Assistant

DIPLOMA – North Country Union High School

SKILLS

- Specimen Collection
- Data Collection
- Patient Care
- Patient Relations & Communication
- Collaboration with Colleagues
- Work Orders
- Housekeeping/Maintenance
- JACHO Tracers
- Process & Procedure Development
- Process & Procedure Documentation

A. Nicole Flickinger

Executive Summary

High-performing Director with clinical experience in medical/surgical and psychiatric nursing environments. Passionate about quality improvement, patient satisfaction and staff engagement. Record of improving efficiency and productivity through process improvement. Outstanding interpersonal and motivational skills. Analytical, articulate and diligent.

Core Competencies

- Strategic Planning
- Prioritizing/managing deadlines
- Patient/family focused
- Policy and program development
- Clinical experience

Professional Experience

Clinical Nurse

July 2018 to present

Dartmouth Hitchcock Medical Center – Lebanon, New Hampshire

- Communicated and collaborated with a diverse group of people for the purpose of informing the healthcare team of plans/actions, for teaching/education to benefit the patient/family organization.
- Handled patient pharmacy needs by coordinating prescriptions to preferred pharmacies and assisting with application and processing of medical assistance through pharmaceutical companies.
- Administered injections and immunizations.

Director of Nursing Operations

March 2017 to August 2017

Brattleboro Retreat – Brattleboro, Vermont

- Implemented a hospital wide on call system to reduce mandated overtime shifts throughout the entire hospital and participated in union negotiations to reach a mutually beneficial scheduling process while also reducing staffing costs.
- Tracks and analyzes budgeted and actual NHPPD, hospital wide acuity, sick calls and mandatory overtime shifts and suggests adjustments on a daily basis to ensure fiscal responsibility and during annual budgeting process.
- Provide direct supervision and mentorship to inpatient clinical managers to mentor
- Project manager for implementation of new HRIS system
- Collaborated with the medical team on creating and implementing a tele-psychiatry program.
- Responsible for training and supervising evening, night and weekend hospital supervisors

Clinical Manager

February 2013 to March 2017

Brattleboro Retreat – Brattleboro, Vermont

- Managed all aspects of day to day operations of a 22 bed adult inpatient co-occurring disorders unit.
- Increased patient satisfaction scores by an average of 4 points up into the 90s on multiple indicators on a non-Press Ganey tool utilized by the Ivy League hospitals. These scores are the highest among the 7 inpatient units in the organization.
- Increased staff engagement scores by an average of 40% on all indicators.
- Implemented a co-occurring disorders focused interactive journaling program.
- Facilitated and implemented a shared governance council.
- Participated in 2 hospital wide FEMA on medication errors and contraband as the nurse representative.
- Implemented hospital wide alcohol detox assessment protocol which eliminated using a homegrown tool to using the nationally validated Comprehensive Alcohol Withdrawal Assessment.
- Interim Manager of the Inpatient Children's Unit from December 2015 through August 2016. During this time I assisted staff in quality improvement projects focusing on points a system which incentivizes children to engage in appropriate behavior.
- Manger of the scheduling department from September 2014 to present.

Nurse Manager

May 2011 to February 2013

Dartmouth Hitchcock Medical Center – Lebanon, New Hampshire

- Ensured and improved clinical practices, services and operations by designing and implementing processes, procedures and methodologies to evaluate and improve patient care within assigned department.
- Managed clinical oversight for 21-bed medical/psychiatric inpatient unit and 10 bed partial hospitalization program.
- Successfully implemented Behavioral Activation Communication Model on inpatient units.
- Created and implemented a hospital wide patient disruptive behavior policy and procedure.
- Active in Hospital Engagement Network Falls Committee.
- Successfully obtained funds for unit reformation to ensure a safer environment for patients.

Charge Nurse

December 2008 to May 2011

Brattleboro Retreat – Brattleboro, Vermont

- Managed all aspects of LGBT unit during 3pm to 11pm shift including: patient assignment, conduct of report meeting, therapeutic groups, regulation of milieu, personnel, and administrative issues.
- Contributed to yearly and ongoing evaluation of nurses and mental health workers and support staff.
- Participated in institution-wide admissions process committee.
- Designed and facilitated unit trainings on patient safety, admissions process, and low stimulation area policy.

Staff Nurse

May 2008 to December 2008

Springfield Hospital – Springfield, Vermont

- Acted as patient advocate and implemented total patient care through a team nursing process covering 5-6 medical/surgical patients per shift.
- Obtained IV certification to insert peripheral lines.

Professional Credentials

- RN License: Vermont # 026.0042153
- RN License: New Hampshire # 064272-21
- Crisis Prevention Institute certification for management of aggressive behavior.
- Basic Life Support certification, American Heart Association

Education and Training

Vermont Technical College May 2008

Nursing

Associate's Degree

Affiliations

- International Association of Forensic Nurses
- American Psychiatric Nurses Association
- American Organization of Nurse Executives
- Journal of Nursing Administration
- Journal of Addictions Nursing

Additional Information

Community Service

- Culinary Coordinator Volunteer for the Strolling of the Heifers – a local food and farmer advocacy organization
- Brattleboro Memorial Hospital Health Fair
- Delaware Humane Society Volunteer
- Byrnes Health Education Center

Stephanie Diane Gray

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OBJECTIVE: Experienced individual seeking a healthy, positive, and professional environment to grow and utilize my skills to further the success of the company for which I work.

QUALIFICATIONS:

- Microsoft Word
- Microsoft Excel
- Medical Terminology
- Multi line phones
- Faxing and copying
- Certified Co-Facilitator for Centering Pregnancy (Prenatal Group Care)

WORK EXPERIENCE:

Dartmouth Hitchcock Medical Center, Addiction Treatment Center (February 26-Current)

Admin Coordinator- Working on the Center for Addiction Recovery in Pregnancy & Parenting Grant. This Job entails coordinating WebEx's and site visit's between several different DH and non DH sites throughout the state of NH to help them in providing integrated medication assisted treatment while having the other services they also need to do so. Collecting any supporting documentation if they are already doing iMAT. Taking all incoming calls from anyone who has questions regarding the CARPP program or iMAT and directing them to the appropriate person and documenting this in REDCap to collect the needed Data.

Dartmouth Hitchcock Medical Center- Nurse Midwifery Service (January 2014-January 2018) Lebanon, NH

Sr. Clinical Secretary- I work for the nurse midwifery service providing care for OB GYN patients. Performing a wide array of tasks, some to mention are scheduling of patients via telephone and when exiting, scheduling referrals, managing provider schedules, attending meetings, attending centering, covering MFM service/genetics and many other tasks that are asked of and or needed of me.

Dartmouth Hitchcock Medical Center-Pediatrics (April 2010-January 2014)

Lebanon, NH

Clinical Secretary- Works for a large pediatric practice with a variety of responsibilities. This position requires you to be flexible, have strong communication skills as well as strong computer skills and be able to multitask. Some of the responsibilities of this job are scheduling of patients both before and after visit, helping families schedule referrals, running reports necessary for clinic, updating Amion as needed and running brio reports just to mention a few. I am on the medical home team and have worked in several small groups to review our current practices and to see how we can be better what we do for our patients and families.

Grafton County Nursing Home (October 2007 - April 2010)

North Haverhill, NH

Activities Aide - Assist the Activities Director in a variety of faucets. Our goal is to provide quality care to over 135 residents while maintaining a direct and personal relationship with each individual. This position requires a high level of multitasking and prioritizing ability, extensive computer usage, and professional behavior both under stress and during periods of relative calm. This job requires me to be extremely flexible and able to change direction at any time to accommodate our residents and do whatever is needed to make them happy.

Common Ground (September 2005-September 2007)

Woodsville, NH

Community Integrator - Worked with developmentally disabled individuals to find jobs, volunteer projects, activities, and to learn life skills while relating to people within the local community. This position required a lot of documentation, planning, caring nature, patience, and conflict resolution. Being a team player was also a large part of this job.

Rite Aid (2003-2005)

Woodsville, NH

Key Cashier - Worked under assistant manager monitoring other staff in their daily jobs. Handled large amounts of cash, made deposits, used computer systems, calmed upset customers, handled inventory, and participated in daily tasks with staff as needed.

EDUCATION:

Woodsville High School (June 2002)

- Used free time volunteering in Office to gain knowledge of professional work environment. (Filed/answered phones/used office equipment/completed additional tasks as required)
- Basic computer knowledge learned during coursework. (Including/but not limited to typing/word processing/internet research) etc.

REFERENCES: Available upon request

**Amy K. Modlin, LICSW,
MPA, LMSW, CAADC**



Education:

Master of Public Administration, Grand Valley State University, Grand Rapids, MI.

Master of Social Work, Grand Valley State University, Grand Rapids, MI.

- Member Phi Alpha Honor Society
- Native-American Policy Course/Native-American Service Learning Course

Certified Advanced Alcohol and Drug Counselor, Michigan.

Bachelor of Arts, Great Lakes Christian College, Lansing, MI.

- Psychology/Counseling and Family Life Education
- Summa Cum Laude/Delta Epsilon Chi Award/Honor Society of GLCC
- Class Vice President/Student Council Secretary

Professional Experience:

Dartmouth-Hitchcock Medical Center – Lebanon, NH (November 2019-Present)

SUD Therapist – DHMC Addiction Treatment Program

- Conduct SUD intake assessments, individual therapy, IOP, and outpatient group therapy.
- On-call clinician for the Doorway Hub and Spoke program.

Springfield Medical Care Systems – Springfield, VT (August 2017-November 2019)

Behavioral Health Therapist

- Integrated behavioral health and SUD treatment for individuals, couples, families.
- SBINS screening, assessment, brief intervention, and referrals for ED, WHC, CBC.
- MAT intake assessments, individual, and group therapy.

Moved to NH to help take care of a family member (November 2016-August 2017).

Pine Rest Christian Mental Health Services - Holland, MI (February 2012-November 2016)

Outpatient Therapist

- Outpatient therapy to individuals struggling with mental health and co-occurring disorders.
- Supervision to colleagues working on their CAADC certification.
- PMAD panel provider.
- On-call therapist for Pine Rest Detox unit.
- Member of the Recovery Fest Committee.

Pathways - Holland, MI (October 2010-February 2012)

Outpatient Therapist

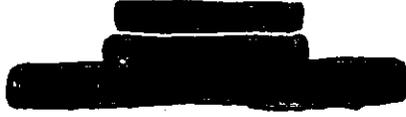
- Outpatient therapy to individuals struggling with mental health and co-occurring disorders.
- Psycho-educational group therapy involving substance abuse, domestic violence, and recovery from trauma.
- Communication with probation officers, CPS workers, and foster care workers.

Harbor House - Holland, MI (July 2009- October 2010)

Residential Substance Abuse Therapist

- Individual and group therapy for women on issues of substance abuse, PTSD/trauma, and domestic violence.
- Communication with probation officers by providing assessments and monthly progress reports.

Nicholas J Salvas



Education

Saint Michael's College <i>BS in Biology</i> <i>Minor in Chemistry</i> <i>GPA 3 8/4 0</i>	Colchester, VT	August 2011- May 2015
Spaulding High School <i>High School Diploma</i>	Barre, VT	August 2007 - June 2011

Experience

Dartmouth-Hitchcock Medical Center <i>Research & Data Coordinator</i> Manage data collection processes at The Doorway at Dartmouth-Hitchcock Medical Center and ensure contracted reporting requirements are met as outlined in the NH State Opioid Response contract	Lebanon, NH	January 2019 - Current
Dartmouth-Hitchcock Medical Center <i>Research Assistant</i> Assist in the evaluation of the Vermont Hub and Spoke Model for Substance Use Disorder More specifically administer structured clinical interviews, data entry, quality control and aid in the preparation of annual reports and presentations	Lebanon, NH	May 2017 - December 2019
Penro Pharmacy <i>Pharmacy Technician</i> Assist in the production of medications for both humans and animals. More specifically sterile products such as injectables and ophthalmic medications Received specialized aseptic technique training in order to prepare medications in a sterile environment	Colchester, VT	July 2015 - May 2017
Saint Michael's College <i>Lab & Teaching Assistant</i> Assist in the preparation of lab materials for college courses such as General and Cellular biology Served as a teaching assistant for general biology students to assist with lab techniques and procedures Aided with data analysis and presentation preparation Ensured lab equipment was in proper working condition	Colchester, VT	August 2012 - May 2015

Honors

Magna Cum Laude
Phi Beta Kappa
Beta Beta Beta

Karli Shepherd, MS

Objective

I am looking to work closer with those who are struggling with chemical dependency and to grow professionally in this area.

Education

MASTERS | 2018 | WALDEN UNIVERSITY

- Major: Human and Social Services with a focus in Substance Abuse and Addiction Treatment

BACHELOR OF ARTS | 2013 | KEENE STATE COLLEGE

- Major: Psychology
- Related coursework: Early Childhood Development and Sociology

Skills & Abilities

LEADERSHIP

- While at the Patient Service Center within DHMC, I was a Team Lead for General Internal Medicine. I collaborated with the Practice Manager, Associate Practice Manager, and Administrative Supervisor and Master Scheduler and/or the immediate supervisor and other Team Leads to ensure the PSC ran smoothly and had all the up-to-date information regarding the GIM projects, schedules and providers. I am currently working within the Pain Management Clinic at APD as their primary clinical secretary resource. I collaborate with our three Pain Management Providers to ensure that clinic days run smoothly, while also collaborating with the other Clinical Support Representatives to ensure that they have the up-to-date information regarding providers and their schedules.

COMMUNICATION

- While I was the Patient Service Center's acting Team Lead for General Internal Medicine at DHMC, I attended frequent meetings on behalf of my team at the Patient Service Center. During these meetings I acted as the voice for the PSC, regarding my General Internal Medicine team, and communicated to the Practice Manager, Associate Practice Manager, and Administrative Supervisor, Master Scheduler and/or our immediate supervisor and other Team Leads any thoughts and questions the PSC may have had. Following these meetings I would communicate any received feedback to the PSC. Now working at APD, I attend meetings with the Practice Director, Administrative Supervisors, Administrative Surgical Scheduler and my fellow Clinical Support Representatives and communicate day-to-day information and feedback from providers, colleagues and patients. I have also been chosen to represent myself and my colleagues at APD's Safety Meetings.

TEAMWORK

- Since I was young teamwork has been a part of my life, from school projects or school sports to now in the working field. While working at the Patient Service Center, all of the individuals within the PSC, helped to achieve our goals, such as filling schedules, confirming appointments or following up on

patient records, as a team. Although I was the Team Lead for GIM, and worked on my own individual projects, I still worked collaboratively alongside my peers to create efficient work, as well as to cover anyone who was out ill or for an approved vacation day. This remains true while working at APD, as I take on different projects; along with help cover many different positions, including check-in, check-out, training and lab registration.

ADAPATABILITY

- The only constant is change. I am always open to new ideas and am ready to change and adapt as need be, to make sure things run smoothly in and out of the work place.

Experience

RESOURCE SPECIALIST | DARTMOUTH HITCHCOCK MEDICAL CENTER | 04/22/19 - PRESENT

- -assist clinicians and medical providers with resource needs
- -assist patients with resource needs and follow up as needed
- -keep excel spreadsheet of Doorway Flex Fund money spent on resource needs
 - -temporary housing
 - -residential services
 - -insurance
 - -food insecurity
 - -transportation
- -updates to Redcap regarding patients/resources
- -attend IOP groups regarding resource needs
- -getting and keeping up to date information from different community resources
- -assisting resource related 211 calls
- -provide backup coverage of 211 phone as needed

CLINICAL SUPPORT REPRESENTATIVE | ALICE PECK DAY MEMORIAL HOSPITAL | 11/27/17 - 04/12/2019

- -answer incoming calls for the Pain Management Clinic
- -manage Pain Management voicemails
- -schedule appointments for 16 providers in Greenway
- -send messages to 3 teams
- -schedule Treatment Room injections/appointments in both Greenway and Meditech
- -Treatment Room chart prep
- Prior authorizations for Treatment Room injections
- -print/fax/mail letters/records/results
- -assist/chaperon injections/EMG's
- -check out Pain Management patients in patient room
- -inform Pain Management patients of next steps/plans
- -receive/go over necessary information for MRI/EMG scheduling
- -manage incoming Pain Management referrals
- -manage outgoing referrals from the Pain Management clinic
- -check patients in and out at front office

- -next day check in prep
- -confirmation calls for EMG appointments
- -scout Pain Management schedules for early morning/weekly/monthly availability
- -scout Pain Management schedules for errors
- -scan records into patient charts
- -manage workers comp information/appointments and scan into chart

TEAM LEAD, PATIENT SERVICE REPRESENTATIVE | DARTMOUTH HITCHOCK MEDICAL CENTER | 06/09/14 - 11/17/17

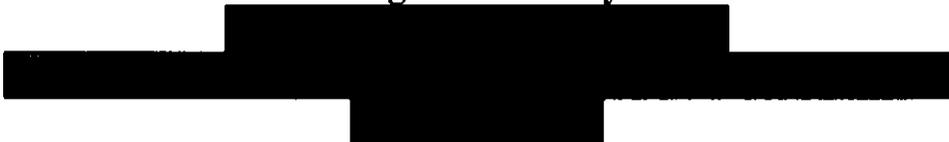
- -answer incoming calls for GIM, Lyme, General Pediatrics and Heater Road clinic.
- -schedule visits for 154 providers
- -notify PCP if Pre-Operative appt scheduled with other than PCP
- -notify PCP if Hospital Check with other than PCP
- -Send messages to 23 teams
- -print/fax/mail letters/records/results
- -send cancelation emails to teams alerting them of canceled appointments to fill
- -manage recall lists for all sites
- -manage wait lists
- -onboard new patients (welcome packet, obtain records)
- -follow up on new patient records weekly
- -between call project work (update PCP)
- -GAPs in care work (schedule overdue colo, mammo, pneumovax, well child checks, Medicare Advantage)
- -confirmation calls for tomorrow's appointments
- -refill lines for Heater and GIM
- -scout schedules for early morning availability for next day
- -Daily Availability Report
- -scout schedules for errors

DIETETIC AIDE | DARTMOUTH HITCHOCK MEDICAL CENTER | 01/2011 - 06/2014

- -answer patient phone calls/orders
- -answer nurse calls for patient orders
- -managed patient's certain diets
- -went around to patient floors to take orders/deliver
- -print orders/run out orders
- -managed and delivered tube feeding to floors
- -managed breakfast/lunch/dinner and snacks
- -managed patient food orders for 20 different departments



Megan M. Tracy



Objective:

To obtain a position that utilizes my experience, customer service and leadership qualities to help the section of leadership achieve its vision. To develop a team atmosphere that brings out the best qualities of individual staff to work toward common goals.

Experience:

The Doorway, DHMC, Lebanon

January 2019 – Present

Associate Practice Manager, Department of Psychiatry

- Assists the Medical Director to lead The Doorway and After Hours Program in all aspects of the daily operations at the Addiction Treatment Program.
- Assumes leadership responsibility for the operational and informational management systems for The Doorway and After Hours Program.
- Develops efficient procedures with an emphasis on high quality of patient care. Assists in the development of policies and procedures for all internal operating systems. Standardizes systems between sections.
- Assists in the identification and development of new programs or methodologies for delivering The Doorway's and After Hours Program services more effectively and efficiently.
- Initiates and reviews proposals for modifying operational systems, practices, policies and procedures, and implements necessary changes.
- Develops and carries out a full range of financial management activities of the assigned sections. Assists in preparing the annual budget, monitors sections' performance in relation to budget, and develops strategies for improvement and/or the correction of deviations from budget.
- In conjunction with the Director, Medical Director and Sr. Practice Manager, assumes leadership responsibility or assists with special program-wide projects.
- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.

General Internal Medicine, DHMC, Lebanon

June 2016 – January 2019

Administrative Supervisor, GIM (3M and Lyme Road)

- Oversees a team providing centralized administrative support to the department.
- Ensures that all calls and inquiries are handled and resolved within established standards of practice, quality guidelines and service expectations.
- Serves as a liaison for patients that have questions or concerns and handles any patient upsets with a high level of communication resulting in positive outcomes.
- Establishes systems and processes to help track the effectiveness of administrative support.
- Working across teams, facilitates the development of standardized processes and systems.

- Interviews and hires new staff. Working with colleagues, helps to support interview processes which identify, on-board and retain the best possible candidates.
- Provides regular feedback around performance focused on service quality.
- In collaboration with leadership, takes a lead role in identifying educational and training needs across the Department.
- Reviews, identifies and secures resources required to meet the training needs of the administrative team.
- Develops and oversees processes to ensure that forms and paperwork are handled to meet established standard of service protocols.
- Participates and leads in pilot program projects that are designed to increase efficiency.
- Assists the PM and Section Chief in implementing new clinics, workflows and processes within the department.

***Office of Patient Experience, DHMC, Lebanon
2016***

August 2015 – June

Project Coordinator, Office of Patient Experience

- Coordinates projects evaluating and/or assisting in implementing Patient Experience improvement initiatives.
- Monitors, tracks, and coordinates project progress.
- Ensures timely completion of all project deliverables.
- Keeps project leaders informed of project status and potential problem areas.
- Assists with the development of project proposals, reports, and publications.
- Performs support functions for the project leaders including, but not limited to, coordinating meetings, developing presentations, and taking minutes.

Norris Cotton Cancer Center, DHMC, Lebanon

July 2014 – August 2015

Administrative Assistant, Hematology/Oncology Section

- Manages, plans, and coordinates the details of 15 daily appointment calendars to ensure the most efficient use of time.
- Interacts regularly with a wide range of internal and external personnel and staff members and conveys information on behalf of the supervisor.
- Handles a variety of personnel wishing to make appointments and effectively schedules/redirects caller/visitor to the appropriate individual/office.
- Communicates respectfully with a diverse community.
- Coordinates and schedules activities to support office functions and meetings.
- Briefs the meeting leader on changes in schedules and priorities or on matters needing the meeting leader's personal or immediate attention.
- Coordinates with other offices and departments to arrange functions and meetings.
- Coordinates, attends, and participates in various meetings as requested by the meeting leader.
- Gathers information for the meetings, coordinates items for the agenda, and distributes material to participants prior to the meeting as requested by the meeting leader.
- Assists in the recruitment effort for positions in Advancement and actively participates in interviewing, hiring and training of employees.
- Identifies logistical arrangements needed for candidates, and coordinates with appropriate personnel to develop itineraries for interviews.
- Prepares materials and correspondence for interviews and works closely with the Search Chair in all phases of the hiring process to enable departments to recruit and retain quality staff.
- Participates in pilot program projects that are designed to increase efficiency.

- Works with the Accounts Payable department to manage business credit card transactions. Responsible for coding department procurement card to appropriate accounts and fund accounts.

Revenue Management Division, DHMC, Lebanon, NH
2014

October 2011 to July

Financial Counselor, Patient Access Resource Center

- Review and process application for financial assistance for large demographic of patients.
- Input income/asset information into database to calculate and determine patient's eligibility for coverage.
- Screening patients to identify/apply for possible alternative coverage for medical expenses.
- Aiding multiple departments in collection of outstanding/prepayment balances.
- Meeting with patients in office to answer questions specific to financial assistance coverage/eligibility and/or aid patient in filling out financial assistance application.
- Answering phones, scanning documents into database, and light filing.

Cioffredi & Associates Physical Therapy, Lebanon, NH

August 2010 to October 2011

Patient Care Representative

- Orienting new clients to the practice.
- Monitors overall client satisfaction via regular communication with clients throughout their care to ensure that things are going well and that they are getting everything they need and want.
- Serves as a liaison for clients that have questions or concerns, and handles any client upsets with a high level of communication resulting in positive outcomes.
- Tracks marketing data to help accurately measure the success of various marketing actions and help steer marketing programming.
- Collects client success stories for use in marketing & PR, including the company newsletter
- Participates in the weekly Marketing & PR Meeting with Marketing & PR Director and CEO to strategize and handle marketing initiatives.

Claremont Savings Bank, Claremont, NH

May 2008 to August 2010

Teller/Customer Service Representative

- Handled customer debit/credit transactions.
- Executed opening /closing procedures at Cornish bank branch.

Education:

- **University of New Hampshire, Portsmouth NH** *April 2017*
- Certification in Project Management
 - Relevant Courses
 - Teambuilding for Increased Productivity
 - Project Management for Managing Business Change

Keene State College, Keene NH

May 2010

- Bachelor of Science in Business Management
- Minor in Writing

Windsor High School

June 2006

- High School Diploma

Certifications:

Greenbelt Certification

TBA

- Greenbelt certification denotes an internationally- recognized competency in process improvement tools and project execution.

Yellowbelt Certification

2015

- Yellowbelt Certification enables an individual with the tools they need to be active participants in department-level process improvement work and will be capable of leading their own individual improvement projects.

Awards and Recognition

Travelli-Allying Award

2006-2010

- Present to student dedicated to community service within their community

Jenkins Award

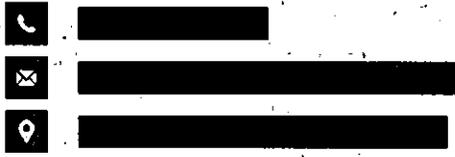
May 2010

- Presented to one graduate student who shows commitment to excellence, integrity, concern for humanity, and the “Do Something” philosophy.



Justin
Wardell

Certified Recovery Support Worker / RC



ABOUT ME

My personal experiences with substance abuse has fueled my passion to work with others who struggle with the disease of addiction. I now use my lived experiences and education to help support others in their pursuit of life in recovery.

SKILLS

- Perseverance
- Lived Experience & Education
- Crisis Management
- Motivational Interviewing
- Working within a Team

EXPERIENCE

Recovery Coach

Dartmouth-Hitchcock Medical Center / Lebanon, NH / Jan 2019 - Current

I work as a peer to support patients in their recovery journey. I help patients learn healthy coping skills, develop connections in the recovery community, and navigate the hurdles that come with both early and long-term recovery.

- Develop peer based recovery support relationships with patient in our program.
- Working with our clinicians to develop techniques that best support our patients in their recovery.
- Facilitating peer-support groups for the patients in our program.

Residential Program Assistant

Headrest / Lebanon, NH / 10/17 - 1/19

Working in this low-intensity residential treatment center I learned how to work with patients on a daily basis who strive for a life in recovery.

- Treatment Planning
- Case Management
- Group Facilitation.

Crisis Hotline Counselor

Headrest / Lebanon, NH / 10/17 - 1/19

Fielding calls for the National Suicide Help line, Local Crisis Line, and Teen Support Line.

- Working with callers to develop safety plans and healthy coping skills.
- Determining through lethality assessment whether to contact emergency services or connecting the caller to community resources.
- Importing data for each caller based on demographics, lethality assessment, referrals and statistical information.

EDUCATION

Associates Degree / Addiction
Counseling

New Hampshire Technical Institute (NHTI)
2015 - 2018

High school Diploma

Wilton / Lyndeborough Coop
2005-2009

Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
FY'21 Doorways Program

Key Personnel

Name	Job Title	Salary*	% Paid from this Contract	Amount Paid + from this Contract
Lucas Archibald	Medical Director (MD)	\$283,250	10%	\$21,244
Melissa Baughman	Manager, LMHC	\$92,268	20%	\$13,840
Amy Modlin	Social Worker, LICSW	\$80,080	50%	\$30,030
Justin Wardell	Recovery Coach	\$42,078	20%	\$6,312
Megan Tracy	Program Manager	\$62,379	50%	\$23,392
Nick Salvas	Data/Research Coordinator	\$51,979	100%	\$38,984
Ashley Flickinger	Registered Nurse	\$43,680	50%	\$16,380
Mary Carpenter	Licensed Nursing Assistant	\$40,497	50%	\$15,187
Stephanie Gray	Sr Clinical Secretary	\$37,856	50%	\$14,196
Karli Shepherd	Resource Specialist	\$49,400	30%	\$11,115

* Salary column reflects annual salary amount as of FY'21

+ Amount paid column reflects FY'21 Doorways Program contract term of 9 months

FY'22 Doorways Program

Name	Job Title	Salary*	% Paid from this Contract	Amount Paid + from this Contract
Lucas Archibald	Medical Director (MD)	\$291,748	10%	\$7,294
Melissa Baughman	Manager, LMHC	\$95,037	20%	\$4,752
Amy Modlin	Social Worker, LICSW	\$82,482	50%	\$10,310
Justin Wardell	Recovery Coach	\$43,340	20%	\$2,167
Megan Tracy	Program Manager	\$64,251	50%	\$8,031
Nick Salvas	Data/Research Coordinator	\$53,539	100%	\$13,385
Ashley Flickinger	Registered Nurse	\$44,940	50%	\$5,624
Mary Carpenter	Licensed Nursing Assistant	\$41,712	50%	\$5,214
Stephanie Gray	Sr Clinical Secretary	\$38,992	50%	\$4,874
Karli Shepherd	Resource Specialist	\$50,882	30%	\$3,816

* Salary column reflects projected annual salary amount as of FY'22

+ Amount paid column reflects FY'22 Doorways Program contract term of 3 months

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MAC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibierte
Commissioner

Katja S. Fox
Director

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

June 2, 2020

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 amend existing **Sole Source** contracts with the vendors listed below, except for Granite Pathways, that provide a statewide network of Doorways for substance use disorder treatment and recovery support services access, by adding budgets for State Fiscal Year 2021, with no change to the price limitation of \$23,606,657 and no change to the contract completion dates of September 29, 2020 effective upon Governor and Council approval.

The contracts were approved by the Governor and Executive Council as indicated in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ (Decrease)	New Amount	G&C Approval
Androscoggin Valley Hospital, Inc., Berlin, NH	TBD	Berlin	\$1,670,051	\$0	\$1,670,051	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Concord Hospital, Inc., Concord, NH	177653-B003	Concord	\$2,272,793	\$0	\$2,272,793	O: 10/31/18 Item #17A A1: 8/28/19 (Item #10)
Granite Pathways, Concord, NH	228900-B001	N/A	\$6,895,879	\$0	\$6,895,879	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Littleton Regional Hospital, Littleton, NH	TBD	Littleton	\$1,713,805	\$0	\$1,713,805	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
LRGHealthcare, Laconia, NH	TBD	Laconia	\$1,987,873	\$0	\$1,987,873	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Mary Hitchcock Memorial Hospital, Lebanon, NH	177651-B001	Lebanon	\$4,349,314	\$0	\$4,349,314	O: 10/31/18 Item #17A A1: 11/14/18 (Item #11) A2; O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
The Cheshire Medical Center, Keene, NH	155405-B001	Keene	\$1,947,690	\$0	\$1,947,690	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
Wentworth-Douglass Hospital, Dover, NH	TBD	Dover	\$2,769,452	\$0	\$2,769,452	O: 10/31/18 (Item #17A) A1: 9/18/19, (Item #20)
		Total	\$23,606,657	\$0	\$23,606,657	

Funds are available in the following accounts for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details

EXPLANATION

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. Upon the initial award of State Opioid Response funding from the federal Substance Abuse and Mental Health Services Administration, the Department restructured the State's service delivery system to provide individuals a more streamlined process to access substance use disorder and opioid use disorder services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system. As part of the ongoing improvement of the Doorway system, Granite Pathways has been replaced as the Doorway provider in Manchester (Catholic Medical Center) and Nashua (Southern New Hampshire Medical Center). This action was approved by Governor and Executive Council on March 11, 2020, item 9A.

The purpose of this request is add budgets to the contracts for State Fiscal Year 2021. In accordance with the terms of Exhibit B Method and Conditions Precedent to Payment, the budgets are to be submitted to Governor and Executive Council for approval no later than June 30, 2020. State Fiscal Year 2019 budgets are being reduced by a total amount of \$2,271,726 which is identified as unspent funding that is being carried forward to fund activities in the contract for State Fiscal Year 2021, specifically July 1, 2020 through September 29, 2020. The new Manchester and Nashua Doorway contracts already include budgets for July 1, 2020 through September 29, 2020.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Approximately 2,000 individuals will be served from July 1, 2020 to September 30, 2020.

These contractors provide a network of Doorways to ensure that every resident in NH has access to substance use disorder treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with opioid use disorders; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of opioid use disorders are also being seen and referred to the appropriate services.

The Department has been monitoring the contracted services using the following performance measures:

- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow-ups through the Web Information Technology System (WITS) database.

As referenced in Exhibit C-1 Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department may not have the ability to ensure proper billing and proper use of funding by the vendors.

Area served: Statewide

Respectfully submitted,


Lori A. Shibinette
Commissioner

Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds CFDA #93.788 FAIN TI081685					
Activity Code: 92057040					
Androscoggin Valley					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 821,133.00	\$ (201,283.00)	\$ 619,850.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00		\$ 848,918.00
2021	Contracts for Prog Svs	102-500731		\$ 201,283.00	\$ 201,283.00
Subtotal			\$ 1,670,051.00	\$ -	\$ 1,670,051.00
Concord					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00	\$ (236,916.00)	\$ 710,746.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00		\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731		\$ 236,916.00	\$ 236,916.00
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
Cheshire					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ (205,033.00)	\$ 615,100.00
2020	Contracts for Prog Svs	102-500731	\$ 1,127,557.00		\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731		\$ 205,033.00	\$ 205,033.00
Subtotal			\$ 1,947,690.00	\$ -	\$ 1,947,690.00
Mary Hitchcock					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ (383,958.00)	\$ 1,390,247.00
2020	Contracts for Prog Svs	102-500731	\$ 2,575,109.00		\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731		\$ 383,958.00	\$ 383,958.00
Subtotal			\$ 4,349,314.00	\$ -	\$ 4,349,314.00
LRGHealthcare					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00	\$ (205,000.00)	\$ 615,000.00
2020	Contracts for Prog Svs	102-500731	\$ 1,167,673.00		\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731		\$ 205,000.00	\$ 205,000.00
Subtotal			\$ 1,987,673.00	\$ -	\$ 1,987,673.00

Financial Detail

Granite Pathways Manchester					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,331,471.00		\$ 1,331,471.00
2020	Contracts for Prog Svs	102-500731	\$ 2,349,699.00		\$ 2,349,699.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,681,170.00	\$ -	\$ 3,681,170.00
Granite Pathways Nashua					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,348,973.00		\$ 1,348,973.00
2020	Contracts for Prog Svs	102-500731	\$ 1,865,736.00		\$ 1,865,736.00
2021	Contracts for Prog Svs	102-500731			\$ -
Subtotal			\$ 3,214,709.00	\$ -	\$ 3,214,709.00
Provider name here					
Littleton Regional					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 831,000.00	\$ (203,750.00)	\$ 627,250.00
2020	Contracts for Prog Svs	102-500731	\$ 882,805.00		\$ 882,805.00
2021	Contracts for Prog Svs	102-500731		\$ 203,750.00	\$ 203,750.00
Subtotal			\$ 1,713,805.00	\$ -	\$ 1,713,805.00
Wentworth Douglass					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00	\$ (240,675.00)	\$ 722,025.00
2020	Contracts for Prog Svs	102-500731	\$ 1,806,752.00		\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731		\$ 240,675.00	\$ 240,675.00
Subtotal			\$ 2,769,452.00	\$ -	\$ 2,769,452.00
Subtotal			\$ 23,606,657.00	\$ -	\$ 23,606,657.00



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Access and Delivery Hub for Opioid Use Disorder Services**

This 3rd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 20, 2018 (Item #17A), as amended on November 14, 2018 (Item #11), and on September 18, 2019 (Item #20), (the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Modify Exhibit B-1, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by \$182,659, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-3 Amendment #3 Budget, with no change to the contract price limitation.
2. Modify Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services, Budget Period: SFY 19 (G&C Approval – 6/30/2019) by reducing the total budget amount by \$201,300, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (July 1, 2020 through September 29, 2020), as specified in Exhibit B-4 Amendment #3 Budget Sheet, Overnight and Weekend Clinical Telephone Services with no change to the contract price limitation.
3. Add Exhibit B-3 Amendment #3 Budget, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-4 Amendment #3 Budget Sheet, Overnight and Weekend Clinical Telephone Services, which is attached hereto and incorporated by reference herein.

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LAB



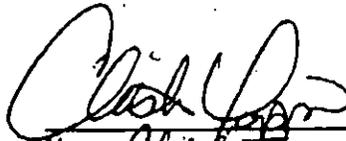
**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

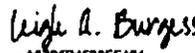
State of New Hampshire
Department of Health and Human Services

6-8-2020
Date


Name: Christa Tappan
Title: Associate Commissioner

Mary Hitchcock Memorial Hospital

5/26/2020
Date

Deauthorized by:

Name: Leigh A. Burgess
Title: VP Research Operations



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

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

OFFICE OF THE ATTORNEY GENERAL

06/10/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 5, 2019

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 amend existing sole source agreements with the six (6) vendors listed in bold below, to implement and operationalize a statewide network of Doorways for substance use disorder treatment and recovery support services access, by increasing the total price limitation by \$3,962,024 from \$19,644,633 to \$23,606,657, with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

These agreements were originally approved by the Governor and Executive Council on October 31, 2018 (Item #17A), Mary Hitchcock Memorial Hospital amended on November 14, 2018 (Item #11), Androscoggin Valley Hospital, Inc and Concord Hospital Inc. amended on August 28, 2019 (Item #10).

Vendor Name	Vendor ID	Vendor Address	Current Budget	Increase/ (Decrease)	Updated Budget
Androscoggin Valley Hospital, Inc.	177220-B002	59 Page Hill Rd. Berlin, NH 03570	\$1,670,051	\$0	\$1,670,051
Concord Hospital, Inc.	177653-B003	250 Pleasant St. Concord, NH, 03301	\$2,272,793	\$0	\$2,272,793
Granite Pathways	228900-B001	10 Ferry St, Ste. 308, Concord, NH, 03301	\$5,008,703	\$1,887,176	\$6,895,879
Littleton Regional Hospital	177162-B011	600 St. Johnsbury Road, Littleton, NH 03561	\$1,572,101	\$141,704	\$1,713,805
LRGHealthcare	177161-B006	80 Highland St. Laconia, NH 003246	\$1,593,000	\$394,673	\$1,987,673
Mary Hitchcock Memorial Hospital	177160-B001	One Medical Center Drive Lebanon, NH 03756	\$4,043,958	\$305,356	\$4,349,314
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611	\$354,079	\$1,947,690

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Wentworth-Douglass Hospital	177187-B001	789 Central Ave. Dover, NH 03820	\$1,890,416	\$879,036	\$2,769,452
		Total	\$19,644,633	\$3,962,024	\$23,606,657

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Current Funding	Increase/(Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	\$9,325,277	\$0	\$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	\$9,987,356	\$3,962,024	\$14,880,912
2021	102-500731	Contracts for Prog Svc	92057040	\$0	\$0	\$0
			Sub-Total	\$19,312,633	\$3,962,024	\$23,274,657

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Current Funding	Increase/(Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	\$332,000	\$0	\$332,000
2020	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
			Sub-Total	\$332,000	\$0	\$332,000
			Grand Total	\$19,644,633	\$3,962,024	\$23,606,657

EXPLANATION

This request is sole source because upon the initial award of State Opioid Response (SOR) funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Department restructured the State's service delivery system to provide individuals a more streamlined process to access substance use disorder (SUD) and Opioid Use Disorder (OUD) services. The vendors above were identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the restructured system.

The purpose of this request is to add funding for: Naloxone kits to distribute to individuals and community partners; additional flexible funds to address barriers to care such as transportation and childcare; and respite shelter vouchers to assist in accessing short-term, temporary housing. This action will align evidence-based methods to expand treatment, recovery, and prevention services to individuals

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

with OUD in NH. During the first six (6) months of implementation, the Department identified these factors as inhibitors to the long-term success of the program. The outcomes from this amendment align with the original contract to connect individuals with needed services to lower the deaths from OUD in NH and increase the use of Medication Assisted Treatment.

Approximately 9,700 individuals are expected to be served from August 1, 2019 through June 30, 2020. During the first six (6) months of service, the vendors completed 1,571 clinical evaluations, conducted 2,219 treatment referrals, and served 3,239 individuals.

This request represents six (6) of the eight (8) amendments being brought forward for Governor and Executive Council approval. The Governor and Executive Council approved two (2) of the amendments on August 28, 2019 (Item #10).

These contracts will allow the Doorways to continue to ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for SUD, in order to ensure no one in NH has to travel more than sixty (60) minutes to access services. The Doorways increase and standardize services for individuals with OUD; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in NH; and promote engagement in the recovery process. Because no one will be turned away from the Doorway, individuals outside of OUD are also being seen and referred to the appropriate services.

The Department will monitor the effectiveness and the delivery of services required under this agreement using the following performance measures:

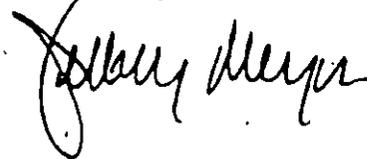
- Monthly de-identified, aggregate data reports
- Weekly and biweekly Doorway program calls
- Monthly Community of Practice meetings
- Regular review and monitoring of Government Performance and Results Act (GPRA) interviews and follow ups through the Web Information Technology System (WITS) database.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00		\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 848,918.00	\$ -	\$ 848,918.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,654,051.00	\$ -	\$ 1,654,051.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 947,662.00		\$ 947,662.00
2020	Contracts for Prog Svs	102-500731	\$ 1,325,131.00	\$ -	\$ 1,325,131.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 2,272,793.00	\$ -	\$ 2,272,793.00
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00		\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00	\$ 1,887,176.00	\$ 4,215,435.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 4,708,703.00	\$ 1,887,176.00	\$ 6,595,879.00
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00		\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00	\$ 141,704.00	\$ 882,805.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,556,101.00	\$ 141,704.00	\$ 1,697,805.00
LRGHealthcare					
Vendor # 177161-B008					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00		\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00	\$ 394,673.00	\$ 1,167,673.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,593,000.00	\$ 394,673.00	\$ 1,987,673.00

Financial Detail

Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 1,774,205.00	\$ -	\$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	\$ 2,269,753.00	\$ 305,356.00	\$ 2,575,109.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 4,043,958.00	\$ 305,356.00	\$ 4,349,314.00
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,133.00	\$ -	\$ 820,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00	\$ 354,079.00	\$ 1,127,557.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 1,593,611.00	\$ 354,079.00	\$ 1,947,690.00
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00	\$ -	\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00	\$ 879,036.00	\$ 1,806,752.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 1,890,416.00	\$ 879,036.00	\$ 2,769,452.00
SUB TOTAL			\$ 19,312,633.00	\$ 3,962,024.00	\$ 23,274,657.00

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF. HHS: BEHAVIORAL HEALTH DIV OF. BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
Androscoggin Valley Hospital, Inc					
Vendor # 177220-B002					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00	\$ -	\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 16,000.00	\$ -	\$ 16,000.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2020	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -

Financial Detail

Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00		\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 300,000.00	\$ -	\$ 300,000.00
Littleton Regional Hospital					
Vendor # 177162-B011					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00		\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 16,000.00	\$ -	\$ 16,000.00
LRGHealthcare					
Vendor # 177161-B008					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177160-B016					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
The Cheshire Medical Center					
Vendor # 155405-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
Wentworth-Douglas Hospital					
Vendor # 177187-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
SUB TOTAL			\$ 332,000.00	\$ -	\$ 332,000.00
TOTAL			\$ 19,644,633.00	\$ 3,952,024.00	\$ 23,606,657.00

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Access and Delivery Hub for
Opioid Use Disorder Services**

This 2nd Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital (hereinafter referred to as "the Contractor"); a nonprofit organization with a place of business at One Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 30, 2018 (Item #17A), as amended and approved by the Governor and Executive Council on November 14, 2018 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,349,314.
2. Revise Exhibit A, Scope of Services as approved on October 30, 2018 and amended on November 14, 2018, by replacing it in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Delete Exhibit A-1 Amendment #1, Additional Scope of Services, in its entirety, as all required contract services are now included in Exhibit A Amendment #2, Scope of Services, referenced in paragraph 2 above.
4. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
5. Revise Exhibit B-2 from the contract approved on October 30, 2018, Access and Delivery Hub for Opioid Use Disorder Services SFY 20 by replacing it in its entirety with Exhibit B-2 Amendment #2, Access and Delivery Hub for Opioid Use Disorder Services SFY 20, which is attached hereto and incorporated by reference herein.
6. For clarity to correct a clerical error regarding numbering only, replace Exhibit B-2 Amendment #1, Budget Sheet, Overnight and Weekend Clinical Telephone Services for SFY20, in its entirety with Exhibit B-3 Amendment #2 Budget Sheet, Overnight and Weekend Clinical Telephone Services SYF20, which is attached hereto and incorporated by reference herein, and contains no changes to the amount of funding.

OH
8/14/19

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/16/19
Date

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

Mary Hitchcock Memorial Hospital

8/14/19
Date

[Signature]
Name: Daniel J. Santzen
Title: Chief Financial Officer

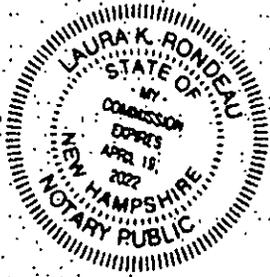
Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on August 14, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Laura Rondeau
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 19, 2022

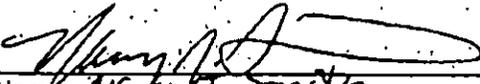


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8/14/19

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

OFFICE OF THE ATTORNEY GENERAL

8/23/2019
Date


Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:


8/14/19

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0 et seq.

2. Scope of Work

- 2.1. The Contractor shall develop, implement and operationalize a Regional Doorway for substance use disorder treatment and recovery support service access (Doorways).
- 2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.
- 2.4. The Contractor shall have the Doorway operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.
- 2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.
 - 2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Doorway clients, which the Doorway will update daily, at a minimum.
 - 2.5.2. The data and the centralized database shall be the property of the Department.
- 2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.
- 2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Doorway services in-house to include, but not be limited to:
 - 2.7.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.
 - 2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.

Mary Hitchcock Memorial Hospital

Exhibit A Amendment #2

Contractor Initials

SS-2019-BDAS-05-ACCES-04-A2
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Date



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Access and Delivery Hub for Opioid Use Disorder Services

Exhibit A Amendment #2

- 2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.
- 2.7.4. Expanding populations for Doorway core services.
- 2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.
- 2.9. The Contractor, either alone or in collaboration with other Doorways, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Doorway service access. This coordination shall include:
 - 2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:
 - 2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;
 - 2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;
 - 2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Doorway or on-call Doorway clinician.
 - 2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.
- 2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.
- 2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:
 - 2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.
 - 2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.
- 2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.

3. Scope of Work for Doorway Activities

- 3.1. The Contractor shall ensure that unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the

Mary Hitchcock Memorial Hospital

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Contractor Initials

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Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

Doorway provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:

- 3.1.1. A physical location for clients to receive face-to-face services.
- 3.1.2. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
- 3.1.3. Screening to assess an individual's potential need for Doorway services.
- 3.1.4. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:
 - 3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.
 - 3.1.4.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency services.
- 3.1.5. Clinical evaluation including:
 - 3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
 - 3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).
 - 3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:
 - 3.1.6.1. Determination of an initial ASAM level of care.
 - 3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
 - 3.1.6.2.1. Physical health needs.
 - 3.1.6.2.2. Mental health needs.
 - 3.1.6.2.3. Need for peer recovery support services.
 - 3.1.6.2.4. Social services needs.
 - 3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF) matters.
 - 3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
 - 3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

Exhibit A Amendment #2

- 3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;
- 3.1.6.4.2. Recovery support services, as needed by the client and/or
- 3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs;
- 3.1.7. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
 - 3.1.7.1. Veterans and/or service members.
 - 3.1.7.2. Pregnant women.
 - 3.1.7.3. DCYF involved families.
 - 3.1.7.4. Individuals at-risk of or with HIV/AIDS.
 - 3.1.7.5. Adolescents.
- 3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:
 - 3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
 - 3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.
 - 3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.
 - 3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.
 - 3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
 - 3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;
 - 3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:
 - 3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.
 - 3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.
 - 3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake

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requirements of the assistance agency.

3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:

3.1.8.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.8.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing; such as payment of security deposits or unpaid utility bills;

3.1.8.5.3.4. Provision of light snacks not to exceed \$3.00 per eligible client;

3.1.8.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.8.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.8.5.3.7. Other uses preapproved in writing by the Department.

3.1.8.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.8.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria

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Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

that include but are not limited to confirming an individual is:

3.1.8.5.4.1.1. A Doorway client;

3.1.8.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.8.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.9. Continuous case management services which include, but are not limited to:

3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.

3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.3 is completed including, but not limited to:

3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.3 has been completed, according to the following guidelines:

3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.

3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner

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Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

than two (2) days and no later than three (3) days after the second attempt.

3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.

3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.

3.1.9.5.1. Each successful contact shall include, but not be limited to:

3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.

3.1.9.5.1.2. Identification of client needs.

3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.

3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.

3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:

3.1.9.6.1. At intake or within three (3) days following initial client contact.

3.1.9.6.2. Six (6) months post intake into Doorway services.

3.1.9.6.3. Upon discharge from the initially referred service.

3.1.9.6.3.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.9.6.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRA.

3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through

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Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

- technical assistance provided under the State Opioid Response grant.
- 3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars (\$30) in value.
 - 3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.
- 3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.
- 3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Doorways, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Doorway in the individual's region.
 - 3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.
 - 3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.
 - 3.2.3. Telephonic services to be provided include, at a minimum:
 - 3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.
 - 3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.
 - 3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.
 - 3.2.3.3. Screening.
 - 3.2.3.4. Coordinating with shelters or emergency services, as needed.
 - 3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.
 - 3.2.3.6. Scheduling the client for face-to-face intake at the client's Doorway for an evaluation and referral services, if determined necessary.
 - 3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.
- 3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:



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- 3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
- 3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.
- 3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at <http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf>.
- 3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at <https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>.
- 3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:
 - 3.5.1. Regional Public Health Networks.
 - 3.5.2. Integrated Delivery Networks.
 - 3.5.3. Continuum of Care Facilitators.
- 3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:
 - 3.6.1. Naloxone use.
 - 3.6.2. Emergency Room use.
 - 3.6.3. Overdose related fatalities.
- 3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.
- 3.8. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
 - 3.8.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
 - 3.8.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.9. The Contractor shall provide written policies to the Department on complaint and grievance procedures within ten (10) business days of the amendment effective date.

4. Subcontracting for Doorways

- 4.1. The Doorway shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract with prior approval of the Department for support and

[Signature]
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New Hampshire Department of Health and Human Services
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assistance in providing core Doorway services, except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPR data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;

5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Doorways.

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:

5.3.1. For all clinical staff:

5.3.1.1. Suicide prevention and early warning signs.

5.3.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.

5.3.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.

5.3.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.

5.3.1.5. A Department approved ethics course within twelve (12) months of hire.

5.3.2. For recovery support staff and other non-clinical staff working directly with clients:

5.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.

5.3.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.

5.3.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at <http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf>.

5.3.2.4. An approved ethics course within twelve (12) months of hire.

5.3.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

5.3.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

5.3.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:

5.3.5.1. The contract requirements.

5.3.5.2. All other relevant policies and procedures provided by the Department.

5.4. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.



New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

Exhibit A Amendment #2

- 5.5. The Contractor shall notify the Department in writing:
 - 5.5.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.
 - 5.5.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.
- 5.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 5.7. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Reporting

- 6.1. The Contractor shall report sentinel events to the Department as follows:
 - 6.1.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.2.3. Location, date, and time of the event;
 - 6.1.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.2.6. The identification of any media that had reported the event;
 - 6.1.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017); available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.4. Additional information on the event that is discovered after filing the form in Section 6.1.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.5. Submit additional information regarding Sections 6.1.1 through 6.1.4 above if required by the department; and
 - 6.1.6. Report the event in Sections 6.1.1 through 6.1.4 above, as applicable, to other agencies as required by law.

6.2. The Contractor shall submit quarterly de-identified, aggregate client reports to the



New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

Exhibit A Amendment #2

Department on each client served, as required by SAMHSA. The data shall include:

- 6.2.1. Diagnoses.
 - 6.2.2. Demographic characteristics.
 - 6.2.3. Substance use.
 - 6.2.4. Services received and referrals made, by provider organization name.
 - 6.2.5. Types of MAT received.
 - 6.2.6. Length of stay in treatment.
 - 6.2.7. Employment status.
 - 6.2.8. Criminal justice involvement.
 - 6.2.9. Housing.
 - 6.2.10. Flexible needs funds used and for what purpose.
 - 6.2.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.
- 6.3. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

- 7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.
- 7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

8. Deliverables

- 8.1. The Contractor shall have the Doorway in the Lebanon Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.
- 8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.
- 8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

- 9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:
 - 9.1.1. Methadone.
 - 9.1.2. Buprenorphine products, including:
 - 9.1.2.1. Single-entity buprenorphine products.

Mary Hitchcock Memorial Hospital

Exhibit A Amendment #2

Contractor Initials

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Date

8/14/19



New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

Exhibit A Amendment #2

- 9.1.2.2. Buprenorphine/naloxone tablets.
- 9.1.2.3. Buprenorphine/naloxone films.
- 9.1.2.4. Buprenorphine/naloxone buccal preparations.
- 9.1.2.5. Long-acting injectable buprenorphine products.
- 9.1.2.6. Buprenorphine implants.
- 9.1.2.7. Injectable extended-release naltrexone.
- 9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

10. After Hours Telephone Coverage for Doorways

10.1. General

10.1.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Opioid Use Disorder Access and Delivery Doorways at the following locations:

- 10.1.1.1. Concord.
- 10.1.1.2. Lebanon.
- 10.1.1.3. Keene.
- 10.1.1.4. Laconia.
- 10.1.1.5. Manchester.
- 10.1.1.6. Nashua.
- 10.1.1.7. Littleton.
- 10.1.1.8. Berlin.

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Date: 8/24/19

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

- 10.1.1.9. Dover.
- 10.1.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:
 - 10.1.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.
 - 10.1.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.
 - 10.1.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department pursuant to Section 10.1.3.
- 10.1.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:
 - 10.1.3.1. On-call staffing by licensed clinicians and/or on-call pager back-up coverage is available for the shifts outlined in Subsection 10.1.2 are sufficient to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.
 - 10.1.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.
- 10.1.4. The Contractor shall ensure that telephonic services provided during the shifts outlined in Subsection 10.1.2 include, at a minimum:
 - 10.1.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.
 - 10.1.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.
 - 10.1.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.
 - 10.1.4.3. Screening.
 - 10.1.4.4. Coordinating with shelters or emergency services, as needed.
 - 10.1.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:
 - 10.1.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
 - 10.1.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible; which will be sent to the client's preferred Regional Doorway
 - 10.1.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

possible, which will be sent to the client's preferred Regional Doorway.

- 10.1.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Regional Doorway in order for the client to obtain an evaluation and referral services, if determined necessary.
- 10.1.4.7. Ensuring the client's preferred Regional Doorway receives information on the outcome and events of the call for continued client follow-up and care.
- 10.1.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.
- 10.1.6. The Contractor shall have the clinical telephone coverage operational by January 1, 2019, unless an alternative timeline is approved prior to that date by the Department.
- 10.1.7. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public-facing telephone service for all service access. This coordination shall include:
 - 10.1.7.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:
 - 10.1.7.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH.
 - 10.1.7.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information.
 - 10.1.7.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.
 - 10.1.7.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.
- 10.1.8. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Regional Doorway.
- 10.1.9. The Contractor shall collaborate with each of the nine (9) Doorway locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Regional Doorway in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 10.1.1.
- 10.1.10. The Contractor shall ensure that services provided during weekend and overnight coverage are in accordance with:

OPD
Date 8/14/19

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

- 10.1.10.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
- 10.1.10.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.
- 10.1.10.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at <http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf>.
- 10.1.10.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at <https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>.
- 10.1.11. The Contractor shall market and advertise Regional Doorway services in accordance with the shared marketing strategy that will be defined by all nine (9) Doorway locations in collaboration with the Department.
- 10.2. Subcontracting for After Hours Doorway Telephone Services
 - 10.2.1. The Contractor shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.
- 10.3. Staffing for After Hours Doorway Telephone Services
 - 10.3.1. The Contractor shall ensure that minimum clinical staff requirements outlined in Subsection 10.1.2 are met.
 - 10.3.2. The Contractor shall ensure that the clinical telephone coverage staff includes a minimum of:
 - 10.3.2.1. One (1) FTE Administrative Coordinator responsible for scheduling call coverage;
 - 10.3.2.2. One (.5) FTE Program Manager for call-center operations; and
 - 10.3.2.3. One (.2) FTE Clinician to provide clinical leadership and oversight for clinical telephone coverage operations and staff.
 - 10.3.3. The Contractor must meet the training requirements for all clinical staff which include, but are not limited to:
 - 10.3.3.1. Suicide prevention and early warning signs.
 - 10.3.3.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
 - 10.3.3.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 10.3.3.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
 - 10.3.3.5. A Department approved ethics course within twelve (12) months of

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A Amendment #2

hire:

10.3.4. The Contractor shall require its end users as defined in Exhibit K of this agreement, to receive periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

10.3.5. Required trainings in Subsection 10.3.3 are may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.

10.3.6. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date regarding:

10.3.6.1. The contract requirements.

10.3.6.2. All other relevant policies and procedures provided by the Department.

10.3.7. The Contractor shall notify the Department in writing:

10.3.7.1. When a new administrator or coordinator, or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.

10.3.7.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.

10.3.7.3. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

10.4. Reporting for After Hours Doorway Telephone Services:

10.4.1. The Contractor shall submit quarterly de-identified, aggregate information to the Department, as determined by the Contractor and the Department which may include:

10.4.1.1. Number of phone calls received

10.4.1.2. Nature of each phone call

10.4.1.3. Percentage of total callers who hang up before reaching a clinician.

10.4.1.4. Average amount of time it takes for the call to be answered by a clinician.

10.4.1.5. Average amount of time a clinician spends speaking with the caller.

10.4.1.6. Percentage of callers that received a busy tone when they call.

10.4.1.7. Caller demographics and information when available including, but not limited to:

10.4.1.7.1. Substance of choice.

10.4.1.7.2. Housing Issues.

10.4.1.7.3. Criminal Justice issues.

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

Exhibit A Amendment #2

- 10.4.1.7.4. Employment issues.
- 10.4.1.8. Caller location.
- 10.4.1.9. Emergency/Imminent Risk Involvement/Level of Urgency.
- 10.4.1.10. Services sought.
- 10.4.1.11. Outcome of each phone call including, but not limited to:
 - 10.4.1.11.1. Referrals to Doorway for services and clinical evaluation.
 - 10.4.1.11.2. Information and resources provided via the phone.
- 10.4.2. The Contractor shall collaborate with the Department on collection of other federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.
- 10.5. Deliverables for After-Hours Doorway Telephone Services
 - 10.5.1. The Contractor shall have the clinical telephone coverage in all nine (9) Doorways regions in Subsection 1.1 operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.



New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B Amendment #2

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.786, Federal Award Identification Number (FAIN) H79T1081685 and T1080246.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure specific budget line items are included in state fiscal year budgets, which include:
 - 5.1. Flex funds in the amount of \$114,246 for State Fiscal Year 2020.
 - 5.2. Naloxone funds in the amount of \$140,495 for State Fiscal Year 2020.
 - 5.3. Respite Shelter Voucher funds in the amount of \$160,246 for State Fiscal Year 2020.
6. The Contractor shall not use funds to pay for bricks and mortar expenses.
7. The Contractor shall include in their budget, at their discretion the following:
 - 7.1. Funds to meet staffing requirements of the contract
 - 7.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
 - 7.3. Funds to meet the GPRA and reporting requirements of the contract
 - 7.4. Funds to meet staff training requirements of the contract
8. Funds remaining after satisfaction of Section 5 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
9. Payment for said services shall be made monthly as follows:
 - 9.1. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved budget line item.
 - 9.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 9.3. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 9.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit B Amendment #2

- 9.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 9.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov.
- 9.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
10. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

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Exhibit B-2 Attachment B Access and Delivery Hub for Capital Use District Services

New Hampshire Department of Health and Human Services
 State/Program Name: Gary Matheson Memorial Hospital
 Budget Period: FY 19 (2020-2021)

Function	2019 Actual			2020 Budget			2021 Budget		
	Original	Revised	Final	Original	Revised	Final	Original	Revised	Final
1. Total Salary/Wages	297,927		318,812		314,818		297,927	318,812	318,812
2. Employee Benefits	111,853		12,772		125,828		111,853	12,772	125,828
3. Equipment									
4. Materials									
5. Repairs									
6. Travel									
7. Printing									
8. Telephone									
9. Postage									
10. Office Supplies									
11. Depreciation									
12. Other									
TOTAL	409,780		331,584		440,646		409,780	331,584	440,646

Handwritten signature and date:
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 8/14/19

Medical and Salaries Paid for Open Use Disorder Services

2024 B-2 Amendment #1 Budget Sheet, Overtime and Standard Clinical Telephone Services

New Hampshire Department of Health and Human Services

Comptroller General Mary Elizabeth McLaughlin

Budget Request for Medical and Salaries Paid for Open Use Disorder Services

2024 Budget Request

Budget Period: 07/01/2024-06/30/2025

Line Item	2024	2025	Total	2024	2025	Total	2024	2025	Total
1. Total Available	678,822	109,821	788,643	678,822	109,821	788,643	678,822	109,821	788,643
2. Available Budget	178,828	24,924	203,752	178,828	24,924	203,752	178,828	24,924	203,752
3. Capital									
4. Equipment									
5. Personnel									
6. Personnel - Health Care Professionals									
7. Personnel - Other									
8. Personnel - Overtime									
9. Personnel - Standard Clinical Telephone Services									
10. Personnel - Other									
11. Personnel - Total									
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67. Personnel - Total									
68. Personnel - Total									
69. Personnel - Total									
70. Personnel - Total									
71. Personnel - Total									
72. Personnel - Total									
73. Personnel - Total									
74. Personnel - Total									
75. Personnel - Total									
76. Personnel - Total									
77. Personnel - Total									
78. Personnel - Total									
79. Personnel - Total									
80. Personnel - Total									
81. Personnel - Total									
82. Personnel - Total									
83. Personnel - Total									
84. Personnel - Total									
85. Personnel - Total									
86. Personnel - Total									
87. Personnel - Total									
88. Personnel - Total									
89. Personnel - Total									
90. Personnel - Total									
91. Personnel - Total									
92. Personnel - Total									
93. Personnel - Total									
94. Personnel - Total									
95. Personnel - Total									
96. Personnel - Total									
97. Personnel - Total									
98. Personnel - Total									
99. Personnel - Total									
100. Personnel - Total									
TOTAL	1,128,822	209,821	1,338,643	1,128,822	209,821	1,338,643	1,128,822	209,821	1,338,643

New Hampshire Department of Health and Human Services										
Contractor Name: Mary Hitchcock Memorial Hospital										
Budget Request for: Access and Delivery Hub for Optic Nerve Disorder Service										
HHS Budget Group:										
Budget Period: SFY 20 (7/1/2018-6/30/2020)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 678,668	\$ 198,633	\$ 877,301	\$ -	\$ -	\$ -	\$ 678,668	\$ 198,633	\$ 877,301	
2. Employee Benefits	\$ 170,639	\$ 50,053	\$ 220,692	\$ -	\$ -	\$ -	\$ 170,639	\$ 50,053	\$ 220,692	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 12,000	\$ 3,518	\$ 15,518	\$ -	\$ -	\$ -	\$ 12,000	\$ 3,518	\$ 15,518	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Auto and Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ 700,000	\$ 88,000	\$ 788,000	\$ -	\$ -	\$ -	\$ 700,000	\$ 88,000	\$ 788,000	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 20,000	\$ 14,650	\$ 34,650	\$ -	\$ -	\$ -	\$ 20,000	\$ 14,650	\$ 34,650	
10. Marketing/Communications	\$ 5,000	\$ 1,465	\$ 6,465	\$ -	\$ -	\$ -	\$ 5,000	\$ 1,465	\$ 6,465	
11. Staff Education and Training	\$ 10,000	\$ 2,850	\$ 12,850	\$ -	\$ -	\$ -	\$ 10,000	\$ 2,850	\$ 12,850	
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 1,128,629	\$ 330,072	\$ 1,458,701	\$ -	\$ -	\$ -	\$ 1,128,629	\$ 330,072	\$ 1,458,701	

Indirect As A Percent of Direct

23.3%

Contractor Initials

 Date: 2/27/19

NOV01 '18 AM 11:24 DAS



Jeffrey A. Meyers
Commissioner

Kelja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 30, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to amend a retroactive, sole source agreement with Mary Hitchcock Memorial Hospital, one (1) of the eight (8) vendors listed below, by increasing the Price Limitation from \$16,606,487 by \$2,500,170 to an amount not to exceed \$19,106,657, to develop, implement and operationalize statewide clinical telephone overnight, weekend, and holiday coverage for Regional Hubs for opioid use disorder treatment and recovery support services, retroactive to October 31, 2018, through an unchanged completion date of September 29, 2020. The original contracts were approved by the Governor and Executive Council on October 31, 2018 (Item #17A). Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Current Budgets	Increase/ (Decrease)	Updated Budgets
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611	\$0	\$1,559,611
Concord Hospital, Inc.	177653-8003	250 Pleasant St. Concord, NH, 03301	\$1,845,257	\$0	\$1,845,257
Granite Pathways	228900-8001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703	\$0	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road, Littleton, NH 03561	\$1,572,101	\$0	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	\$1,593,000	\$0	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-8001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788	\$2,500,170	\$4,043,958
The Cheshire Medical Center	155405-8001	580 Court St. Keene, NH 03431	\$1,593,611	\$0	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416	\$0	\$1,890,416
		Total	\$16,606,487	\$2,500,170	\$19,106,657

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following accounts for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from the Governor and Executive Council.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92057040	\$8,281,704	\$1,043,573	\$9,325,277
2020	102-500731	Contracts for Prog Svc	92057040	\$7,992,783	\$1,456,597	\$9,449,380
2021	102-500731	Contracts for Prog Svc	92057040	\$0	\$0	\$0
			<i>Sub-Total</i>	\$16,274,487	\$2,500,170	\$18,774,657

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT

SFY	Class/ Account	Class Title	Job Number	Current Funding	Increase/ (Decrease)	Updated Funding
2019	102-500731	Contracts for Prog Svc	92052561	\$332,000	\$0	\$332,000
2020	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	92052561	\$0	\$0	\$0
			<i>Sub-Total</i>	\$332,000	\$0	\$332,000
			Grand Total	\$16,606,487	\$2,500,170	\$19,106,657

EXPLANATION

This request is sole source because Mary Hitchcock Memorial Hospital came to an agreement with the other Regional Hubs for opioid use disorder (OUD) services (hereafter referred to as "Hubs) for the creation and use of shared overnight, weekend, and holiday clinical telephone coverage that leverages Mary Hitchcock Memorial Hospital's experience with similar after-hours telephone coverage. This agreement ensures that all nine (9) Hub locations have a standard process and protocol for management of Hub services. This eliminates variances in client experience based on their region, which is a core goal of the Hubs.

This request is retroactive because Mary Hitchcock Memorial Hospital is required to ensure that the clinical telephone coverage service begins by January 1, 2019 and this requires a rapid recruitment and hiring process to ensure that all staff are hired and trained to begin delivering services by that time.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The purpose of this amendment is for the provision of overnight, weekend, and holiday telephone coverage for the nine (9) Opioid Use Disorder (OUD) Access and Delivery Regional Hubs. The Contractor will ensure that licensed clinicians are available when the Regional Hubs are closed so that residents are always provided with OUD services as needed.

The Hubs ensure that every resident in NH has access to OUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for OUD. The Hubs are situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors are responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

The Hubs receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers are also able to directly contact their local Hub for services. The Hubs refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

The Hubs also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This contract will not be extended through this amendment. The Contractor will ensure coverage for the Hub regions for off hours requests from residents with OUD.

Notwithstanding any other provision of the contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should the Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH during non-business day hours may not receive the help they need in a timely manner. This may increase the likelihood that individuals have delayed access to care for critical OUD services.

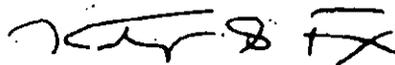
Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #TI081685

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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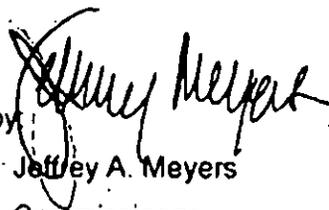
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox

Director



Approved by:

Jeffrey A. Meyers

Commissioner

Financial Detail

03-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT					
100% Federal Funds					
Activity Code: 92057040					
Androscoggin Valley Hospital, Inc					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 805,133.00		\$ 805,133.00
2020	Contracts for Prog Svs	102-500731	\$ 738,478.00		\$ 738,478.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,543,611.00	\$ -	\$ 1,543,611.00
Concord Hospital, Inc					
Vendor # 177653-B003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 847,662.00		\$ 847,662.00
2020	Contracts for Prog Svs	102-500731	\$ 897,595.00		\$ 897,595.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,845,257.00	\$ -	\$ 1,845,257.00
Granite Pathways					
Vendor # 228900-B001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 2,380,444.00		\$ 2,380,444.00
2020	Contracts for Prog Svs	102-500731	\$ 2,328,259.00		\$ 2,328,259.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 4,708,703.00	\$ -	\$ 4,708,703.00
Littleton Regional Hospital					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 815,000.00		\$ 815,000.00
2020	Contracts for Prog Svs	102-500731	\$ 741,101.00		\$ 741,101.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,556,101.00	\$ -	\$ 1,556,101.00
LRG Healthcare					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 820,000.00		\$ 820,000.00
2020	Contracts for Prog Svs	102-500731	\$ 773,000.00		\$ 773,000.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,593,000.00	\$ -	\$ 1,593,000.00

Financial Detail

Mary Hitchcock Memorial Hospital					
Vendor # 177651-8001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 730,632.00	\$ 1,043,573.00	\$ 1,774,205.00
2020	Contracts for Prog Svs	102-500731	\$ 813,156.00	\$ 1,456,597.00	\$ 2,269,753.00
2021	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 1,543,788.00	\$ 2,500,170.00	\$ 4,043,958.00
The Cheshire Medical Center					
Vendor # 155405-8001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 620,133.00		\$ 620,133.00
2020	Contracts for Prog Svs	102-500731	\$ 773,478.00		\$ 773,478.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,393,611.00	\$ -	\$ 1,393,611.00
Wentworth-Douglas Hospital					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 962,700.00		\$ 962,700.00
2020	Contracts for Prog Svs	102-500731	\$ 927,716.00		\$ 927,716.00
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 1,890,416.00	\$ -	\$ 1,890,416.00
SUB TOTAL			\$ 16,274,487.00	\$ 2,500,170.00	\$ 18,774,657.00

05-95-92-920510-2559 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HMS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR GRANT					
100% Federal Funds					
Activity Code: 92052561					
Androscoquin Valley Hospital, Inc					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 16,000.00		\$ 16,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 16,000.00	\$ -	\$ 16,000.00
Concord Hospital, Inc					
Vendor # 177653-8003					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -

Financial Detail

Granite Pathways					
Vendor # 228900-8001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 300,000.00		\$ 300,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 300,000.00	\$ -	\$ 300,000.00
Littleton Regional Hospital					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ 18,000.00		\$ 18,000.00
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ 18,000.00	\$ -	\$ 18,000.00
LRGHealthcare					
Vendor # TBD					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
Mary Hitchcock Memorial Hospital					
Vendor # 177651-8001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
The Cheshire Medical Center					
Vendor # 155405-8001					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
Wentworth-Douglas Hospital					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Increase (Decrease) Budget	Modified Budget
2019	Contracts for Prog Svs	102-500731	\$ -		\$ -
2020	Contracts for Prog Svs	102-500731	\$ -		\$ -
2021	Contracts for Prog Svs	102-500731	\$ -		\$ -
Subtotal			\$ -	\$ -	\$ -
SUB TOTAL			\$ 332,000.00	\$ -	\$ 332,000.00

TOTAL			\$ 16,608,487.00	\$ 2,500,170.00	\$ 19,108,657.00
Summary by Vendor			Total Amount	Total Amount	Total Amount
Adroscoggin Valley Hospital, Inc			\$ 1,559,611.00	\$ -	\$ 1,559,611.00
Concord Hospital, Inc			\$ 1,845,297.00	\$ -	\$ 1,845,297.00
Granite Pathways			\$ 5,008,703.00	\$ -	\$ 5,008,703.00
Littleton Regional Hospital			\$ 1,572,101.00	\$ -	\$ 1,572,101.00
LRGHealthcare			\$ 1,593,000.00	\$ -	\$ 1,593,000.00
Mary Hitchcock Memorial Hospital			\$ 1,543,788.00	\$ 2,500,170.00	\$ 4,043,958.00
The Cheshire Medical Center			\$ 1,593,611.00	\$ -	\$ 1,593,611.00
Wentworth-Douglas Hospital			\$ 1,890,416.00	\$ -	\$ 1,890,416.00
Total			\$ 16,608,487.00	\$ 2,500,170.00	\$ 19,108,657.00

Financial Detail

Summary by Vendor	SFY 19		SFY 19		SFY 19	
		Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
Adroscoggin Valley Hospital, Inc		\$ 821,133.00	\$ -	\$ 821,133.00		
Concord Hospital, Inc		\$ 947,862.00	\$ -	\$ 947,862.00		
Granite Pathways		\$ 2,680,444.00	\$ -	\$ 2,680,444.00		
Littleton Regional Hospital		\$ 831,000.00	\$ -	\$ 831,000.00		
LRGHealthcare		\$ 820,000.00	\$ -	\$ 820,000.00		
Mary Hitchcock Memorial Hospital		\$ 730,632.00	\$ 1,043,573.00	\$ 1,774,205.00		
The Cheshire Medical Center		\$ 820,133.00	\$ -	\$ 820,133.00		
Wentworth-Douglas Hospital		\$ 982,700.00	\$ -	\$ 982,700.00		
Total		\$ 8,613,704.00	\$ 1,043,573.00	\$ 9,657,277.00		

Summary by Vendor	SFY 20		SFY 20		SFY 20	
		Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
Adroscoggin Valley Hospital, Inc		\$ 738,478.00	\$ -	\$ 738,478.00		
Concord Hospital, Inc		\$ 897,595.00	\$ -	\$ 897,595.00		
Granite Pathways		\$ 2,328,259.00	\$ -	\$ 2,328,259.00		
Littleton Regional Hospital		\$ 741,101.00	\$ -	\$ 741,101.00		
LRGHealthcare		\$ 773,000.00	\$ -	\$ 773,000.00		
Mary Hitchcock Memorial Hospital		\$ 813,156.00	\$ 1,458,597.00	\$ 2,289,753.00		
The Cheshire Medical Center		\$ 773,478.00	\$ -	\$ 773,478.00		
Wentworth-Douglas Hospital		\$ 927,716.00	\$ -	\$ 927,716.00		
Total		\$ 7,992,783.00	\$ 1,458,597.00	\$ 9,449,380.00		



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub
For Opioid Use Disorder Services Contract**

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") dated this 19th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital, (hereinafter referred to as "the Contractor"), a corporation with a place of business at One Medical Center Drive, Lebanon, NH, 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018 (Item #17A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.6, Price Limitation, to read:
\$4,043,958.
2. Add Exhibit A, Scope of Services, Section 3, Scope of Work for Hub Activities, Subsection 3.2, Paragraph 3.2.4 as follows:
3.2.4 The Contractor shall provide overnight, weekend, and holiday clinical telephone services for Regional Hubs as defined in Exhibit A-1.
3. Add Exhibit A-1 Additional Scope of Services.
4. Add Exhibit B-1, Budget Sheet, Overnight and Weekend Clinical Telephone Services.
5. Add Exhibit B-2, Budget Sheet, Overnight and Weekend Clinical Telephone Services.



New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

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

State of New Hampshire
Department of Health and Human Services

11/1/18
Date

[Signature]
Name: Karen S Fox
Title: Director

10/30/2018
Date

Mary Hitchcock Memorial Hospital
[Signature]
Name: Edward J. Mennery
Title: Chief Clinical Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on October 30, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Laura Rondeau, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 14, 2022



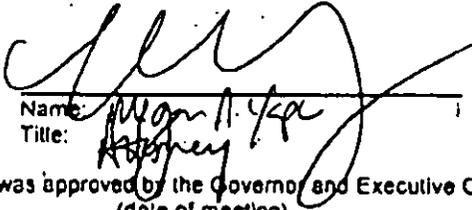


New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services

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

OFFICE OF THE ATTORNEY GENERAL

10/31/18
Date


Name: Megan H. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A-1

Additional Scope of Services

1. Scope of Work

1.1. The Contractor shall provide overnight (from 5 pm through 8 am), weekend (from Saturday at 8 am through Monday at 8 am), and ten (10) State holiday clinical telephone coverage for nine (9) Opioid Use Disorder Access and Delivery Hubs at the following locations:

- 1.1.1. Concord.
- 1.1.2. Lebanon.
- 1.1.3. Keene.
- 1.1.4. Laconia.
- 1.1.5. Manchester.
- 1.1.6. Nashua.
- 1.1.7. Littleton.
- 1.1.8. Berlin.
- 1.1.9. Dover.

1.2. The Contractor shall ensure minimum shift coverage includes, but is not limited to:

- 1.2.1. One (1) clinician Monday through Friday between the hours of 5 pm and 8 am.
- 1.2.2. One (1) clinician between Saturday at 8 am and Monday at 8 am.
- 1.2.3. An additional one (1) clinician for shift coverage not to exceed twenty-eight (28) hours as determined by the Contractor and Department pursuant to Section 1.3.

1.3. The Contractor shall collaborate with the Department to determine ongoing staffing and resource needs for overnight and weekend call coverage based on call volumes and demand. The Contractor shall ensure:

- 1.3.1. On-call staffing by licensed clinicians and/or on call pager back-up coverage is available for the shifts outlined in Subsection 1.2 are sufficient to meet the call volume to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.
- 1.3.2. Licensed clinicians with the ability to assess for co-occurring mental health needs are given preference for open positions.

1.4. The Contractor shall ensure that telephonic services provided during the shifts outlined in Subsection 1.2 include, at a minimum:

- 1.4.1. Crisis intervention and stabilization, which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.
- 1.4.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A-1

- 1.4.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client based on the clinician's clinical judgement.
- 1.4.3. Screening.
- 1.4.4. Coordinating with shelters or emergency services, as needed.
- 1.4.5. Providing clinical evaluation in accordance with the American Society of Addiction Medicine (ASAM) telephonically, if appropriate and reasonable to conduct, based on the callers mental state, willingness, and health status, including:
 - 1.4.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
 - 1.4.5.2. A level of care recommendation, based on ASAM Criteria (October 2013) when possible, which will be sent to the client's preferred Regional Hub
 - 1.4.5.3. Identification of client strengths and resources that can be used to support treatment and recovery when possible, which will be sent to the client's preferred Regional Hub.
- 1.4.6. Communicating the client's preferred scheduling needs for face-to-face intake to the client's preferred Regional Hub in order for the client to obtain an evaluation and referral services, if determined necessary.
- 1.4.7. Ensuring the client's preferred Regional Hub receives information on the outcome and events of the call for continued client follow-up and care.
- 1.5. The Contractor shall ensure a Continuity of Operations Plan for landline outage.
- 1.6. The Contractor shall have the clinical telephone coverage operational by January 1, 2019, unless an alternative timeline is approved prior to that date by the Department.
- 1.7. The Contractor shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all service access. This coordination shall include:
 - 1.7.1. Establishing an agreement with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and weekend and overnight call coverage activities including the following workflow:
 - 1.7.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;
 - 1.7.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;
 - 1.7.1.3. If an individual is in an OUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the on-call clinician.
 - 1.7.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A-1

- 1.8. The Contractor shall collaborate with the Department to determine a process for obtaining consent forms from all clients served telephonically, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws if the results of a call are being sent to the client's preferred Regional Hub.
- 1.9. The Contractor shall collaborate with each of the nine (9) Hub locations to determine a process for obtaining appropriate consent forms in compliance with all applicable state and federal confidentiality laws from all clients served telephonically when the client presents at their preferred Regional Hub in order to enable the sharing of information on services provided to the client during the hours outlined in Subsection 1.1.
- 1.10. The Contractor shall ensure that services provided during weekend and overnight coverage are in accordance with:
 - 1.10.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
 - 1.10.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.
 - 1.10.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at <http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf>.
 - 1.10.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at <https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>.
- 1.11. The Contractor shall market and advertise Regional Hub services in accordance with the shared marketing strategy that will be defined by all nine (9) Hub locations in collaboration with the Department.

2. Subcontracting

- 2.1. The Contractor shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

3. Staffing

- 3.1. The Contractor shall ensure that minimum clinical staff requirements outlined in Subsection 1.2 are met.
- 3.2. The Contractor shall ensure that the clinical telephone coverage staff includes a minimum of:
 - 3.2.1. One (1) FTE Administrative Coordinator responsible for scheduling call coverage;
 - 3.2.2. One (.5) FTE Program Manager for call-center operations; and

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A-1

- 3.2.3. One (.2) FTE Clinician to provide clinical leadership and oversight for clinical telephone coverage operations and staff.
 - 3.3. The Contractor must meet the training requirements for all clinical staff which include, but are not limited to:
 - 3.3.1. Suicide prevention and early warning signs.
 - 3.3.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
 - 3.3.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 3.3.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
 - 3.3.5. A Department approved ethics course within twelve (12) months of hire.
 - 3.4. The Contractor shall require its end users as defined in Exhibit K of this agreement, to receive periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
 - 3.5. Required trainings in Subection 3.3 are may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.
 - 3.6. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date regarding:
 - 3.6.1. The contract requirements.
 - 3.6.2. All other relevant policies and procedures provided by the Department.
 - 3.7. The Contractor shall notify the Department in writing:
 - 3.7.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.
 - 3.7.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.
 - 3.8. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 4. Reporting**
- 4.1. The Contractor shall submit quarterly de-identified, aggregate information to the Department as determined by the Contractor and the Department which may include:
 - 4.1.1. Number of phone calls received
 - 4.1.2. Nature of each phone call.

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A-1

-
- 4.1.3. Percentage of total callers who hang up before reaching a clinician.
 - 4.1.4. Average amount of time it takes for the call to be answered by a clinician.
 - 4.1.5. Average amount of time a clinician spends speaking with the caller.
 - 4.1.6. Percentage of callers that received a busy tone when they call.
 - 4.1.7. Caller demographics and information when available including, but not limited to:
 - 4.1.7.1. Substance of choice.
 - 4.1.7.2. Housing issues.
 - 4.1.7.3. Criminal Justice issues.
 - 4.1.7.4. Employment issues.
 - 4.1.8. Caller location.
 - 4.1.9. Emergency/Imminent Risk Involvement/Level of Urgency.
 - 4.1.10. Services sought.
 - 4.1.11. Outcome of each phone call including, but not limited to:
 - 4.1.11.1. Referrals to Hub for services and clinical evaluation.
 - 4.1.11.2. Information and resources provided via the phone.
 - 4.2. The Contractor shall collaborate with the Department on collection of other federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.
- 5. Deliverables**
- 5.1. The Contractor shall have the clinical telephone coverage in all nine (9) Hubs regions in Subsection 1.1 operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

Access and Delivery Hub for Opioid Use Disorder Services

Exhibit B-1, Budget Sheet, Oversight and Workload Clinical Telephone Services

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services
 H&H Contract Group
 Budget Period: SFY 18 (0&C Approved: 07/20/17)

Line Item	Total Program Cost			Contractor Share / Match			Funded
	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salaries/Wages	\$ 295,352	\$ 115,038	\$ 410,390	\$ -	\$ -	\$ -	\$ 295,352
2. Employee Benefits	\$ 125,743	\$ 36,843	\$ 162,586	\$ -	\$ -	\$ -	\$ 125,743
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,000	\$ 1,756	\$ 7,756	\$ -	\$ -	\$ -	\$ 6,000
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Label	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 200,000	\$ 50,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 200,000
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 50,000	\$ 14,650	\$ 64,650	\$ -	\$ -	\$ -	\$ 50,000
10. Marketing/Communications	\$ 15,000	\$ 4,300	\$ 19,300	\$ -	\$ -	\$ -	\$ 15,000
11. Staff Education and Training	\$ 15,000	\$ 4,300	\$ 19,300	\$ -	\$ -	\$ -	\$ 15,000
12. Subscriptions/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 807,096	\$ 226,478	\$ 1,033,574	\$ -	\$ -	\$ -	\$ 807,096

Outlines As A Percent of Direct: 28.3%

Access and Delivery Hub for Ophthalmic Diagnostics Services

Exhibit B-2, Budget Detail, Oversight and Workload Clinical Telephone Services

New Hampshire Department of Health and Human Services									
Contractor Name: Mary Hitchcock Memorial Hospital									
Budget Request For: Access and Delivery Hub for Ophthalmic Diagnostics Services									
NH Budget Group: 0000									
Budget Period: 8/1/2019-7/31/2020									
Line Item	Total Program Cost			Contractor Share / Match			Funded		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	\$ 978,800	\$ 198,855	\$ 1,177,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 978,800
2. Employee Benefits	\$ 170,830	\$ 50,055	\$ 220,885	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,830
3. Computers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimburse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 12,000	\$ 3,518	\$ 15,518	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 700,000	\$ 50,000	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 50,000	\$ 14,630	\$ 64,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
10. Marketing/Communications	\$ 5,000	\$ 1,465	\$ 6,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
11. Staff Education and Training	\$ 10,000	\$ 2,920	\$ 12,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify if mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,128,830	\$ 330,972	\$ 1,459,802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,128,830

Indirect As A Percent of Direct

29.7%

OCT 23 '18 11.10 DAS



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 17, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into sole source agreements with the eight (8) vendors listed below, in an amount not to exceed \$16,606,487, to develop, implement and operationalize a statewide network of Regional Hubs for opioid use disorder treatment and recovery support services, effective upon date of Governor and Council approval, through September 29, 2020. Federal Funds 100%.

Vendor Name	Vendor ID	Vendor Address	Amount
Androscoggin Valley Hospital, Inc.	TBD	59 Page Hill Rd. Berlin, NH 03570	\$1,559,611
Concord Hospital, Inc.	177853-B003	250 Pleasant St. Concord, NH, 03301	\$1,845,257
Granite Pathways	228900-B001	10 Ferry St. Ste. 308, Concord, NH, 03301	\$5,008,703
Littleton Regional Hospital	TBD	600 St. Johnsbury Road Littleton, NH 03561	\$1,572,101
LRGHealthcare	TBD	80 Highland St. Laconia, NH 003246	\$1,593,000
Mary Hitchcock Memorial Hospital	177651-B001	One Medical Center Drive Lebanon, NH 03756	\$1,543,788
The Cheshire Medical Center	155405-B001	580 Court St. Keene, NH 03431	\$1,593,611
Wentworth-Douglass Hospital	TBD	789 Central Ave. Dover, NH 03820	\$1,890,416
		Total	\$16,606,487

17A max

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from the Governor and Executive Council.

**05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID
RESPONSE GRANT**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92057040	\$8,281,704
SFY 2020	102-500731	Contracts for Prog Svc	92057040	\$7,992,783
SFY 2021	102-500731	Contracts for Prog Svc	92057040	\$0
			Sub-Total	\$16,274,487

**05-95-92-920510-2659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, OPIOID STR
GRANT**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	92052561	\$332,000
SFY 2020	102-500731	Contracts for Prog Svc	92052561	\$0
SFY 2021	102-500731	Contracts for Prog Svc	92052561	\$0
			Sub-Total	\$332,000
			Grand Total	\$16,606,487

EXPLANATION

This request is sole source because the Department is seeking to restructure its service delivery system in order for individuals to have more rapid access to opioid use disorder (OUD) services. The vendors above have been identified as organizations for this scope of work based on their existing roles as critical access points for other health services, existing partnerships with key community-based providers, and the administrative infrastructure necessary to meet the Department's expectations for the service restructure. Presently, the Department funds a separate contract with Granite Pathways through December 31, 2018 for Regional Access Points, which provide screening and referral services to individuals seeking help with substance use disorders. The Department is seeking to re-align this service into a streamlined and standardized approach as part of the State Opioid Response (SOR) grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA). With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. The establishment of nine (9) Regional Hubs (hereafter referred to as Hubs) is critical to the Department's plan.

The Hubs will ensure that every resident in NH has access to SUD treatment and recovery services in person during the week, along with 24/7 telephonic services for screening, assessment, and evaluations for substance use disorders. The statewide telephone coverage will be accomplished

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 4

evaluations for substance use disorders. The statewide telephone coverage will be accomplished through a collaborative effort among all of the Hubs for overnight and weekend access to a clinician, which will be presented to the Governor and Executive Council at the November meeting. The Hubs will be situated to ensure that no one in NH has to travel more than sixty (60) minutes to access their Hub and initiate services. The vendors will be responsible for providing screening, evaluation, closed loop referrals, and care coordination for clients along the continuum of care.

In the cities of Manchester and Nashua, given the majority of the Safe Stations programs as access points in those regions, Granite Pathways, the existing Regional Access Point contractor, was selected to operate the Hubs in those areas to ensure alignment with models consistent with ongoing Safe Station's operations. To maintain fidelity to existing Safe Stations operations, Granite Pathways will have extended hours of on-site coverage from 8am-11pm on weekdays and 11am-11pm on weekends.

The Hubs will receive referrals for OUD services through a new contract with the crisis call center (2-1-1 NH) operated by Granite United Way and through existing referral networks. Consumers and providers will also be able to directly contact their local Hub for services. The Hubs will refer clients to services for all American Society of Addiction Medicine (ASAM) levels of care. This approach eliminates consumer confusion caused by multiple access points to services and ensures that individuals who present for help with OUD are receiving assistance immediately.

Funds for each Hub were determined based on a variety of factors, including historical client data from Medicaid claims and State-funded treatment services based on client address, naloxone administration and distribution data, and hospital admissions for overdose events. Funds in these agreements will be used to establish the necessary infrastructure for Statewide Hub access and to pay for naloxone purchase and distribution. The vendors will also have a flexible needs fund for providers to access for OUD clients in need of financial assistance for services and items such as transportation, childcare, or medication co-pays not otherwise covered by another payer.

Unique to this service redesign is a robust level of client-specific data that will be available. The SOR grant requires that all individual served receive a comprehensive assessment at several time intervals, specifically at intake, three (3) months, six (6) months and upon discharge. Through care coordination efforts, the Regional Hubs will be responsible for gathering data on items including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contracted services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should Governor and Executive Council not authorize this request, individuals seeking help for OUD in NH may experience difficulty navigating a complex system, may not receive the supports and clinical services they need, and may experience delays in receiving care.

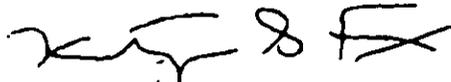
Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4.

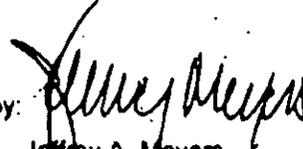
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-04)

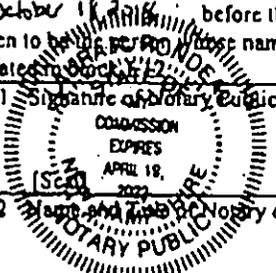
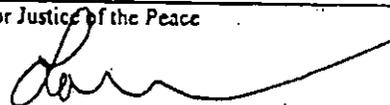
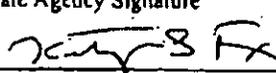
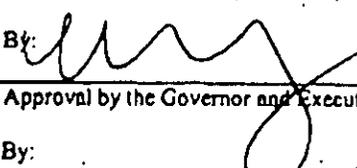
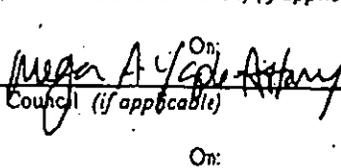
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Dr, Lebanon, NH, 03756	
1.5 Contractor Phone Number (603) 650-5000	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$1,543,788
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edward Merrens Chief Clinical Officer	
1.13 Acknowledgement: State of New Hampshire County of Grafton On October 11, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary Public or Justice of the Peace Scott A. Fox, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathryn S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On:  10/19/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

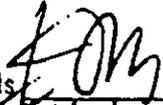
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 29, 2020, and the Department shall not be liable for any payments for services provided after September 29, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Work

- 2.1. The Contractor will develop, implement and operationalize a Regional Hub for substance use disorder treatment and recovery support service access (Hub).
- 2.2. The Contractor shall provide residents in the Lebanon Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Hub services.
- 2.4. The Contractor shall have the Hub operational by January 1, 2019 unless an alternative timeline has been approved prior to that date by the Department.
- 2.5. The Contractor shall collaborate with the Department to develop a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers.
 - 2.5.1. The database shall include the real-time availability of services and providers to ensure rapid placement into appropriate levels of care for Hub clients which the Hub will update daily, at a minimum.
 - 2.5.2. The data and the centralized database shall be the property of the Department.
- 2.6. The Contractor shall operationalize the use of the centralized database at a date agreed upon between the Department and the Contractor based on securing the resource needs identified in 2.5.
- 2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and additional resource needs required to expand Hub services in-house to include, but not be limited to:

Mary Hitchcock Memorial Hospital

Exhibit A

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- 2.7.1.1. Medication assisted treatment induction at emergency rooms and facilitated coordination with ongoing hub care coordination inclusive of the core principles of the Medication First Model.
- 2.7.1.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.
- 2.7.1.3. Coordinating overnight placement for Hub clients engaged in Hub services between the hours of 5 pm to 8 am in need of a safe location while awaiting treatment placement the following business day.
- 2.7.1.4. Expanding populations for Hub core services.
- 2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources throughout the contract period.
- 2.9. The Contractor, either alone or in collaboration with other Hubs, shall ensure formalized coordination with 2-1-1 NH as the public facing telephone service for all Hub service access. This coordination shall include:
 - 2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Hub activities including the following workflow:
 - 2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;
 - 2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;
 - 2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services, 2-1-1 NH staff will transfer the caller to the Hub or on-call Hub clinician.
 - 2.9.2. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.
- 2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.
- 2.11. The Contractor with the assistance of the Department shall attempt to establish formalized agreements with:
 - 2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.
 - 2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Subsection 2.11.

Mary Hitchcock Memorial Hospital

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Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- 2.13. The Contractor shall develop a Department approved conflict of interest policy related to Hub services and self-referrals to Hub organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 3. **Scope of Work for Hub Activities**
 - 3.1. The Contractor shall ensure that unless an alternative schedule for the Hub to meet the needs of the community is proposed and approved by the Department, the Hub provides, in one location, during normal business hours (8am-5pm) Monday through Friday, at a minimum:
 - 3.1.1. A physical location for clients to receive face-to-face services.
 - 3.1.2. Telephonic services for calls referred to the Hub by 2-1-1 NH.
 - 3.1.3. Screening to assess an individual's potential need for Hub services.
 - 3.1.4. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis intervention counseling services by a licensed clinician. If the client is calling rather than physically presenting at the Hub, this includes, but is not limited to:
 - 3.1.4.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.
 - 3.1.4.2. If the client is unable or unwilling to call 911, the Hub shall contact emergency services.
 - 3.1.5. Clinical evaluation including:
 - 3.1.5.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
 - 3.1.5.2. A level of care recommendation based on ASAM Criteria (October 2013).
 - 3.1.5.3. Identification of client strengths and resources that can be used to support treatment and recovery.
 - 3.1.6. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Paragraph 3.1.5. The service plan shall include, but not be limited to:
 - 3.1.6.1. Determination of an initial ASAM level of care.
 - 3.1.6.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
 - 3.1.6.2.1. Physical health needs.
 - 3.1.6.2.2. Mental health needs.
 - 3.1.6.2.3. Need for peer recovery support services.
 - 3.1.6.2.4. Social services needs.

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Access and Delivery Hub for Opioid Use Disorder Services



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- 3.1.6.2.5. Needs regarding criminal justice/Division for Children, Youth, and Families (DCYF)-matters:
 - 3.1.6.3. Plan for addressing all areas of need identified in Subparagraph 3.1.6.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
 - 3.1.6.4. When the level of care identified in 3.1.6.1 is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:
 - 3.1.6.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;
 - 3.1.6.4.2. Recovery support services, as needed by the client; and/or
 - 3.1.6.4.3. Daily calls to the client to assess and respond to any emergent needs.
- 3.1.7. A staff person, which can be the licensed clinician, CRSW-outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
 - 3.1.7.1. Veterans and/or service members.
 - 3.1.7.2. Pregnant women.
 - 3.1.7.3. DCYF Involved families.
 - 3.1.7.4. Individuals at-risk of or with HIV/AIDS.
 - 3.1.7.5. Adolescents.
- 3.1.8. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:
 - 3.1.8.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
 - 3.1.8.2. Determining referrals based on the service plan developed in Paragraph 3.1.6.
 - 3.1.8.3. Assisting clients with obtaining services with the provider agency, as appropriate.
 - 3.1.8.4. Contacting the provider agency on behalf of the client, as appropriate.
 - 3.1.8.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
 - 3.1.8.5.1. Identifying sources of financial assistance for accessing services and supports, and;

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

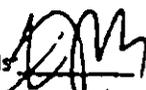
- 3.1.8.5.2. Providing assistance in accessing such financial assistance including, but not limited to:
 - 3.1.8.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.
 - 3.1.8.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.
 - 3.1.8.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.
- 3.1.8.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Hub region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:
 - 3.1.8.5.3.1. Co-pay and deductible assistance for medications and treatment services.
 - 3.1.8.5.3.2. Treatment cost assistance to be provided when the needed service is not covered by the individual's public or private insurance.
 - 3.1.8.5.3.3. Recovery housing vouchers.
 - 3.1.8.5.3.4. Childcare.
 - 3.1.8.5.3.5. Transportation.
 - 3.1.8.5.3.6. Recreational and alternative therapies supported by evidence (for example, acupuncture).
- 3.1.8.5.4. Collaborating with the Department on defining the amount available and determining the process for flexible needs fund eligibility determination and notifying service providers of funds available in their region for clients to access.
- 3.1.9. Continuous case management services which include, but are not limited to:
 - 3.1.9.1. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.
 - 3.1.9.2. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.
 - 3.1.9.3. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in 3.1.9.6.4 is completed including, but not limited to:

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- 3.1.9.3.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.9.4 has been completed, according to the following guidelines:
 - 3.1.9.3.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.
 - 3.1.9.3.1.2. If the attempt in 3.1.9.3.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) days and no later than three (3) days after the first attempt.
 - 3.1.9.3.1.3. If the attempt in 3.1.9.3.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) days and no later than three (3) days after the second attempt.
- 3.1.9.4. When the follow-up in 3.1.9.3 results in a determination that the individual is at risk of self-harm, the minimum attempts for contact shall be no less than three (3) times each week and aligned with clinical best practices for prevention of suicide.
- 3.1.9.5. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Hub and service provider.
 - 3.1.9.5.1. Each successful contact shall include, but not be limited to:
 - 3.1.9.5.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.
 - 3.1.9.5.1.2. Identification of client needs.
 - 3.1.9.5.1.3. Assisting the client with addressing needs, as identified in Subparagraph 3.1.6.2.
 - 3.1.9.5.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.9.6. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:
 - 3.1.9.6.1. At intake or within three (3) days following initial client contact.
 - 3.1.9.6.2. Three (3) months post Intake Into Hub services.


Date 10/18/18

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- 3.1.9.6.3. Six (6) months post intake into Hub services.
- 3.1.9.6.4. Upon discharge from the initially referred service.
 - 3.1.9.6.4.1. If the client is discharged from services before the time intervals in 3.1.9.6.2 or 3.1.9.6.3 the Hub must make every reasonable effort to conduct a follow-up GPRa for that client.
 - 3.1.9.6.4.2. If a client is re-admitted into services after discharge or being lost to care, the Hub is not required to re-administer the intake GPRa but must complete a follow-up GPRa for the time interval in 3.1.9.6.2 and 3.1.9.6.3 closest to the intake GPRa
- 3.1.9.7. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.
- 3.1.9.8. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRa interviews which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview which shall not exceed thirty dollars (\$30) in value.
 - 3.1.9.8.1. Payments to incentivize participation in treatment are not allowable.
- 3.1.10. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.
- 3.2. The Contractor shall ensure that, at a minimum, after-hours (5pm to 8am), on-call, telephonic services are provided by a licensed clinician affiliated with one or more of the Hubs, seven (7) days a week and that the clinician has the ability to coordinate continued client care with the Hub in the individual's region.
 - 3.2.1. On-call staffing by licensed clinicians shall be sufficient to meet the call volumes during the hours outlined in Subsection 3.2 to ensure that clients are not on hold or receiving busy signals when transferred from 2-1-1 NH.
 - 3.2.2. The Contractor shall give preference to licensed clinicians with the ability to assess for co-occurring mental health needs.
 - 3.2.3. Telephonic services to be provided include, at a minimum:
 - 3.2.3.1. Crisis intervention and stabilization which ensures that individuals in an acute OUD related crisis that require immediate, non-emergency intervention are provided with crisis counseling services by a licensed clinician.
 - 3.2.3.2. Directing callers to 911 if a client is in imminent danger or there is an emergency.

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- 3.2.3.2.1. If the client is unable or unwilling to call 911, contacting emergency services on behalf of the client.
- 3.2.3.3. Screening.
- 3.2.3.4. Coordinating with shelters or emergency services, as needed.
- 3.2.3.5. Providing clinical evaluation telephonically, if appropriate, based on the callers mental state and health status.
- 3.2.3.6. Scheduling the client for face-to-face intake at the client's Hub for an evaluation and referral services, if determined necessary.
- 3.2.3.7. Ensuring a Continuity of Operations Plan for landline outage.
- 3.3. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.4. The Contractor shall provide services for both day and overnight shifts in accordance with:
 - 3.4.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
 - 3.4.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.
 - 3.4.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at <http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf>.
 - 3.4.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment, available at <https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>.
- 3.5. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:
 - 3.5.1. Regional Public Health Networks
 - 3.5.2. Integrated Delivery Networks
 - 3.5.3. Continuum of Care Facilitators
- 3.6. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Subsection 3.5 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:
 - 3.6.1.1. Naloxone use.
 - 3.6.1.2. Emergency Room use.
 - 3.6.1.3. Overdose related fatalities.

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

3.7. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.

4. Subcontracting for Hubs

4.1. The Hub shall submit any and all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Hub may subcontract with prior approval of the Department for support and assistance in providing core Hub services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Hub services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Hub shall at all times be responsible for continuous oversight of, and compliance with, all Core Hub services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Hub services shall ensure that the patient experience is consistent across the continuum of Core Hub services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Hub. The Hub shall consolidate Core Hub services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet, at a minimum, the following staffing requirements:

5.1.1. Between 8am-5pm, 5 days/week, Monday through Friday:

5.1.1.1. At least one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;

5.1.1.2. At least one (1) Recovery support worker (CRSW);

5.1.1.2.1. The CRSW shall be able to fulfill recovery support and care coordination functions

5.1.1.3. A staff person, which can be a licensed clinician, CRSW, or other non-clinical support staff capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Hub.

5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:

5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.

[Handwritten Signature]
Date 10/18/18

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- 5.1:5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.2. The Contractor must ensure sufficient licensed clinician telephone coverage, at a minimum, between the hours of 5 pm and 8 am, 7 days/week, who have the ability to provide services as outlined in Subsection 3.2. This may be provided either by the Contractor alone or in collaboration with other Hubs.
- 5.3. The Contractor must meet the training requirements for staff which include, but are not limited to:
 - 5.3.1.1. For all clinical staff:
 - 5.3.1.1.1. Suicide prevention and early warning signs.
 - 5.3.1.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
 - 5.3.1.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 5.3.1.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
 - 5.3.1.1.5. A Department approved ethics course within twelve (12) months of hire.
 - 5.3.1.2. For recovery support staff and other non-clinical staff working directly with clients:
 - 5.3.1.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
 - 5.3.1.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
 - 5.3.1.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium, available at <http://www.internationalcredentialing.org/Resources/Candidate%20Guides/PR%20candidate%20guide%201-14.pdf>.
 - 5.3.1.2.4. An approved ethics course within twelve (12) months of hire.
 - 5.3.1.3. Required trainings in Subsection 5.3 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.
 - 5.3.1.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- 5.3.1.5. Providing in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date on the following:
 - 5.3.1.5.1. The contract requirements.
 - 5.3.1.5.2. All other relevant policies and procedures provided by the Department.
 - 5.3.1.6. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 5.4. The Contractor shall notify the Department in writing:
 - 5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.
 - 5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.
- 5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
 - 5.5.1. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.
- 6. **Reporting**
 - 6.1. The Contractor shall submit quarterly de-identified, aggregate client reports to the Department on each client served, as required by SAMHSA. The data shall include:
 - 6.1.1. Diagnoses.
 - 6.1.2. Demographic characteristics.
 - 6.1.3. Substance use.
 - 6.1.4. Services received and referrals made, by provider organization name.
 - 6.1.5. Types of MAT received.
 - 6.1.6. Length of stay in treatment.
 - 6.1.7. Employment status.
 - 6.1.8. Criminal justice involvement.
 - 6.1.9. Housing.
 - 6.1.10. Flexible needs funds used and for what purpose.
 - 6.1.11. Numbers of naloxone kits distributed and by category, including but not limited to client, organization, family member, etc.

10/18/18

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

6.2. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.

7. Performance Measures

7.1. The Contractor shall attempt to complete a GPRA interview for 100% of Hub clients at intake or within three (3) days following initial client contact, at (3) months post intake, at six (6) months post intake, and upon discharge from Hub referred services.

7.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall ensure that the GPRA interview follow-up rate at (3) months and six (6) months post intake for Hub clients is no less than 80%.

8. Deliverables

8.1. The Contractor shall have the Hub in the Lebanon Region operational by January 1, 2019 unless an alternative timeline has been submitted to and approved by the Department.

8.2. The Contractor shall collaborate with the Department to develop a report by July 1, 2019 to determine the Contractor's level of readiness, capacity and resource needs required to expand services in-house as outlined in Subsection 2.7.

8.3. The Contractor shall collaborate with the Department on development of a plan no later than July 1, 2019 for the resources, timeline and infrastructure requirements to develop and maintain a centralized referral database of substance use disorder and mental health treatment providers as outlined in Subsection 2.5.

9. State Opioid Response (SOR) Grant Standards

9.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:

9.1.1. Methadone.

9.1.2. Buprenorphine products, including:

9.1.2.1. Single-entity buprenorphine products.

9.1.2.2. Buprenorphine/naloxone tablets.

9.1.2.3. Buprenorphine/naloxone films.

9.1.2.4. Buprenorphine/naloxone buccal preparations.

9.1.2.5. Long-acting injectable buprenorphine products.

9.1.2.6. Buprenorphine implants.

9.1.2.7. Injectable extended-release naltrexone.

9.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

9.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards.

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit A

- and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 9.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
 - 9.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
 - 9.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
 - 9.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

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New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit B

Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
3. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI091685.
4. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
5. The Contractor shall ensure that a minimum amount of funds determined by the Department for each State Fiscal Year is set aside for the purpose of naloxone purchase and distribution.
6. The Contractor shall include in their budget a line-item for a flexible needs fund in an amount no less than \$50,000 of the budget per State Fiscal Year, to provide financial assistance to clients for services not otherwise covered through another payer source.
7. The Contractor shall not use funds to pay for bricks and mortar expenses.
8. The Contractor shall include in their budget, at their discretion the following:
 - 8.1. Funds to meet staffing requirements of the contract
 - 8.2. Funds to provide clinical and recovery support services in the contract that are not otherwise reimbursable by public or private insurance or through other Federal and State contracts
 - 8.3. Funds to meet the GPRA and reporting requirements of the contract
 - 8.4. Funds to meet staff training requirements of the contract
9. Funds remaining after satisfaction of 5 and 6 above may be used by the Contractor to support the scope of work outlined in Exhibit A.
10. Payment for said services shall be made monthly as follows:
 - 10.1. Payment for start-up costs in State Fiscal Year 19 not to exceed \$500,000 shall be allowable for costs associated with staffing and infrastructure needs required to meet the January 1, 2019 service effective date.
 - 10.2. Payment beyond start-up costs shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 10.3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to invoice.

Mary Hitchcock Memorial Hospital

Exhibit B

Contractor Initials

Date

SS-2019-BDAS-05-ACCES-04

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10/18/18

New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services



Exhibit B

-
- payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
- 10.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 10.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 10.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Abby.Shockley@dhhs.nh.gov.
 - 10.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
 - 10.8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
11. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

EDM

10/18/18

Agency and Delivery Point for Global User Database Services

Table 5-1

New York State Department of Health and Human Services

Budget Request for Agency and Delivery Point for Global User Database Services

Budget Period: 07/12/2012 - 06/30/2013

Agency	Delivery Point	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
1. Health Services		111,828	8,000	111,828						111,828	8,000	111,828								
2. Health Services		22,117	2,000	22,117						22,117	2,000	22,117								
3. Health Services																				
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30. Health Services																				
TOTAL		222,945	16,000	222,945						222,945	16,000	222,945								

EM
 10/8/18

Admin and Salary Post for Open Use Disorder Services

Table 6a

New Hampshire Department of Health and Human Services

Budget Request for Admin and Salary Post for Open Use Disorder Services

Budget Period: 07/01/2019-06/30/2020

Account	07/01/2019	08/01/2019	09/01/2019	10/01/2019	11/01/2019	12/01/2019	01/01/2020	02/01/2020	03/01/2020	04/01/2020	05/01/2020	06/01/2020	TOTAL
1. Local Administration	277,821	178,812	811,811										1,268,444
1.1. General Services	111,821	13,772	14,871										140,464
1.1.1. Personnel													
1.1.1.1. Salary													
1.1.1.2. Health and Retirement													
1.1.1.3. Pension/Contributions													
1.1.2. Materials													
1.1.3. Travel													
1.1.4. Other	1,000	1,000	1,000										3,000
1.2. Contract Services	100	100	100										300
1.2.1. Personnel													
1.2.2. Materials													
1.2.3. Travel													
1.2.4. Other													
1.3. Information Systems													
1.3.1. Personnel													
1.3.2. Materials													
1.3.3. Travel													
1.3.4. Other													
1.4. Other Services													
1.4.1. Personnel													
1.4.2. Materials													
1.4.3. Travel													
1.4.4. Other													
1.5. Capital Assets													
1.5.1. Personnel													
1.5.2. Materials													
1.5.3. Travel													
1.5.4. Other													
1.6. Other													
1.6.1. Personnel													
1.6.2. Materials													
1.6.3. Travel													
1.6.4. Other													
TOTAL	278,821	179,812	812,811										1,271,444

New Hampshire Department of Health and Human Services
 Budget Request for Admin and Salary Post for Open Use Disorder Services
 Table 6a
 Page 1 of 1

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10/16/18

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials

[Handwritten Signature]

New Hampshire Department of Health and Human Services
Exhibit C



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

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

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

Contractor Initials



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Exhibit C

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

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

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

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

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

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

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

[Handwritten Signature]

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

- 17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

Exhibit C - Special Provisions

Contractor Initials

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Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. Conditional Nature of Agreement.

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

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

Date 10/18/18

New Hampshire Department of Health and Human Services
Exhibit C-1



2. Revisions to Standard Exhibits

2.1 Exhibit C, Special Provisions, Paragraph 10, Confidentiality of Records, is deleted and is replaced as follows:

The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Paragraph 10 of Exhibit C shall survive the termination of the Contract for any reason whatsoever.

3. Renewal

3.1. The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Date 10/18/18

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
128 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

Contractor Initials

DMH

Date 10.18.18

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.

10/18/18
Date

Contractor Name:
Edmund J. Miners
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

10/18/2018
Date

Contractor Name:
Edmund Johnson
Name:
Title:

Contractor Initials EM
Date 10-18-18

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

Contractor Initials

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Date 10-18-18

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

10/18/18
Date

Contractor Name:

Edmund J. Minnis

Name:
Title:

Contractor Initials

EM

Date 10-19-18

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

10/18/2018
Date

Contractor Name:

Edward J. Mancini

Name:
Title:

Exhibit G

Contractor Initials EM

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.

10/18/2018
Date

Contractor Name:

Edmund J. Munn

Name:
Title:

EM
Contractor Initials
Date 10/18/18

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

3/2014

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

Contractor Initials

DM

Date 10/18/18

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.

10/10/2010
Date

Contractor Name:
Edward Miners
Name:
Title:

Contractor Initials EM
Date 10/10/10

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The DUNS number for your entity is: 069910297
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(e), 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: _____

Contractor Initials BM
Date 10-18-18

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

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," "Confidential Data," or "Data" (as defined in Exhibit K), 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'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 a security policy, which includes successful attempts) 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

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

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 documents or mail.

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

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New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. 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.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor 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. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor 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 Contractor 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. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor 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 Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

Contractor Initials DM

Date 10.18.18

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor 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 Contractor 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 DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. 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 accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS 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

10.18.18

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

currently-supported and hardened operating systems, current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. 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.
2. 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

Handwritten initials, possibly "EM", in black ink.

10.18.18

New Hampshire Department of Health and Human Services
DHHS Security Requirements



Exhibit K

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain 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.
5. 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.
6. 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.
7. The Contractor will not store 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.
8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
9. 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, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160

10/18/18

New Hampshire Department of Health and Human Services
DHHS Security Requirements
Exhibit K



and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in Section VI, of any security breach within 24-hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
12. 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.
13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24- hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and

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10/18/18

New Hampshire Department of Health and Human Services
DHHS Security Requirements
Exhibit K



procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

EM

10/18/18



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Access and Delivery Hub for Opioid Use Disorder Services Contract**

This 1st Amendment to the Access and Delivery Hub for Opioid Use Disorder Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Health System, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 8 Prospect Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 11, 2020 (Item #9A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A, Section 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date; to read:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,339,704.
3. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update all references to current funding sources and related requirements, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C Amendment #1, Payment Terms, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-1, Budget by reducing the total budget amount by \$825,474, which is identified as unspent funding of which \$580,000 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit C-3 Amendment #1 NCE; and of which \$245,474 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021), as specified, in part, in Exhibit C-5 Amendment #1 SOR II.
6. Add Exhibit C-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4 Amendment #1 GovComm, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-5 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-6 Amendment #1 GovComm, which is attached hereto and incorporated by

Southern New Hampshire Health System, Inc., Amendment #1

Contractor Initials pt

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



reference herein.

10. Add Exhibit C-7 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.

pet

1/19/21



**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactive to September 29, 2020, Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/28/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Southern New Hampshire Health System, Inc.,

1/19/2021
Date

Paul Trainor
Name: Paul Trainor
Title: CFO

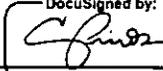


**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/30/2021
Date

DocuSigned by:

Name: Catherine Finos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future 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.
- 1.3. All Exhibits B Amendment #1 through K are attached hereto and incorporated by reference herein.

2. Statement of Work

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Greater Nashua Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly, through a professional services agreement approved by the Department, that include, but are not limited to:
 - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
 - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).

[Handwritten Signature]
1/19/21

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

- 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.
- 2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.
- 2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
 - 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:
 - 2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.
 - 2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
 - 2.6.1.2.1. Any locations to which the client was referred for respite care or housing.
 - 2.6.1.2.2. Other services offered or provided to the client.
 - 2.6.2. Collaborating with the Department to:
 - 2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.
 - 2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.
 - 2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:
 - 2.6.3.1. Patient demographics.

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- 2.6.3.2. Referrals made, accepted, and outstanding.
- 2.6.3.3. Services rendered.
- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
 - 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
 - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
 - 2.11.1. Ensure regional community partners include, but are not limited to:
 - 2.11.1.1. Municipal leaders.
 - 2.11.1.2. Regional Public Health Networks.
 - 2.11.1.3. Continuum of Care Facilitators.
 - 2.11.1.4. Health care providers.
 - 2.11.1.5. Social services providers.
 - 2.11.1.6. Other stakeholders, as appropriate.
 - 2.11.2. Ensure meeting agendas include, but are not limited to:

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- 2.11.2.1. Receiving input on successes of services.
- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
 - 2.12.1. Naloxone use.
 - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
 - 2.12.3. Reducing overdose related fatalities.

3. Scope of Work for Doorway Activities

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
 - 3.1.1. Hours of operation that includes:
 - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday at Main Street location; and
 - 3.1.1.2. Friday 5:00 pm to Monday 8:00 am at Temple Street location.
 - 3.1.1.3. Monday through Thursday 5:00 pm to 8:00 am at Temple Street.
 - 3.1.1.4. Expanded hours as agreed to by the Department.
 - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
 - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
 - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
 - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.

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- 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:
 - 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
 - 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
 - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
 - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
 - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
 - 3.1.8.1. Determination of an initial ASAM level of care.
 - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
 - 3.1.8.2.1. Physical health needs.
 - 3.1.8.2.2. Mental health and other behavioral health needs.
 - 3.1.8.2.3. Peer recovery support services needs.
 - 3.1.8.2.4. Social services needs.
 - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
 - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).

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- 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
 - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or
 - 3.1.8.4.2. Recovery support services, as needed by the client; and/or
 - 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
 - 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.

- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
 - 3.1.9.1. Veterans and service members.
 - 3.1.9.2. Pregnant, postpartum, and parenting women.
 - 3.1.9.3. DCYF involved families.
 - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
 - 3.1.9.5. Adolescents.

- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
 - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
 - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
 - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.

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- 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
- 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
 - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.
 - 3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:
 - 3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.
 - 3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.
 - 3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.
 - 3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:
 - 3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;
 - 3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;
 - 3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe

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housing, such as payment of security deposits or unpaid utility bills;

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

3.1.10.5.3.5. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher guidance and related procedures to determine eligibility for respite shelter resources based on criteria that include but are not limited to confirming an individual is:

3.1.10.5.4.1.1. A Doorway client;

3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.11. Continuous case management services which include, but are not limited to:

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on-response to receiving interim services and supports.

3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's

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service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

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- 3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.
- 3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.
- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
 - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
 - 3.1.11.7.1.2. Identifying client needs.
 - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
 - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
 - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
 - 3.1.11.8.2. Six (6) months post intake into Doorway services.
 - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for

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follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.

- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare, and or waiver programs within fourteen (14) calendar days after intake.
- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
 - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
 - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
 - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
 - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
 - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
 - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

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- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
- 3.6.1. Privacy notices and consent forms.
 - 3.6.2. Conflict of interest and financial assistance documentation.
 - 3.6.3. Shelter vouchers.
 - 3.6.4. Referrals and evaluation from other providers.
 - 3.6.5. Complaints.
 - 3.6.6. Grievances.
 - 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
 - 3.6.7.1. 2-1-1 NH.
 - 3.6.7.2. Other Doorway partners.
 - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

4. Subcontracting for the Doorways

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
- 4.2.1. Screening;
 - 4.2.2. Assessment;
 - 4.2.3. Evaluation;
 - 4.2.4. Referral;
 - 4.2.5. Continuous case management;
 - 4.2.6. GPRA data completion; and
 - 4.2.7. Naloxone distribution.

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- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.
- 4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

5. Staffing

- 5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
 - 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
 - 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
 - 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.
- 5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.
- 5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.
- 5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:

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- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
- 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
 - 5.7.1. For all clinical staff:
 - 5.7.1.1. Suicide prevention and early warning signs.
 - 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
 - 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
 - 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
 - 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
 - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
 - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
 - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
 - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
 - 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.

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- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
 - 5.7.4.1. The contract requirements.
 - 5.7.4.2. All other relevant policies and procedures provided by the Department.
 - 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
 - 5.9. The Contractor shall notify the Department in writing:
 - 5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.
 - 5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
 - 5.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
 - 5.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.
- 6. Records.**
- 6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:
 - 6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit A, Scope of Services.
 - 6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions

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and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

7. Health Insurance Portability and Accountability Act and Confidentiality:

7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit A, Scope of Services shall survive the termination of the Contract for any reason whatsoever.

8. Reporting Requirements.

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- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
 - 8.4.1. Call counts.
 - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
 - 8.4.3. Reason types.
 - 8.4.4. Count of clinical evaluations.
 - 8.4.5. Count of referrals made and type.
 - 8.4.6. Naloxone distribution.
 - 8.4.7. Referral statuses.
 - 8.4.8. Recovery monitoring contacts.
 - 8.4.9. Service wait times, flex fund utilization.
 - 8.4.10. Respite shelter utilization.
- 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.

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8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

9. Performance Measures

9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

9.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

10. Contract Management

10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.

10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.

10.2.2. Ensure the Department is provided with access that includes but is not limited to:

10.2.2.1. Data.

10.2.2.2. Financial records.

10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.

10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.

10.2.2.5. Scheduled access to Contractor principals and staff.

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**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

11. SOR Grant Standards

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

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- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
 - 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
 - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
 - 11.11.4. Attestations will be provided to the Contractor by the Department.
 - 11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
 - 11.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 11.12.1. Invoicing.
 - 11.12.2. Funding restrictions.
 - 11.12.3. Billing.

12. Data Management Requirements

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

13. Termination Report/Transition Plan

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within fifteen (15) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 13.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 13.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 13.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 13.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits and Copyright Ownership

- 14.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or

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**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

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

15. Operation of Facilities: Compliance with Laws and Regulations

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

16. Equal Employment Opportunity Plan (EEOP)

16.1. The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. Equipment Purchases

17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT B – Amendment #1

17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

18. Compliance with Federal and State Laws

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

18.2. Time and Manner of Determination.

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

18.3. Documentation

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

18.4. Fair Hearings

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

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT C Amendment #1

Payment Terms

1. This Agreement is funded by:
 - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
 - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds.
2. Governor Commission Funds
 - 2.1. The Contractor shall utilize funds in Exhibit C-4 Amendment #1 GovComm and Exhibit C-6 Amendment #1 GovComm for the purpose of providing services and supports to clients whose needs to not make them eligible to receive SOR-funded services and supports.
 - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR §200.330.
 - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-7 Amendment #1 SOR II.
5. The Contractor shall seek payment for services, as follows:
 - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 5.2. Second, the Contractor shall charge Medicare.
 - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.

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**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT C Amendment #1

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- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
- 6.1. Backup documentation includes, but is not limited to:
- 6.1.1. General Ledger showing revenue and expenses for the contract.
- 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
- 6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
- 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
- 6.1.3. Invoices supporting expenses reported:
- 6.1.3.1. Unallowable expenses include, but are not limited to:
- 6.1.3.1.1. Amounts belonging to other programs.
- 6.1.3.1.2. Amounts prior to effective date of contract.
- 6.1.3.1.3. Construction or renovation expenses.
- 6.1.3.1.4. Food or water for employees.
- 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
- 6.1.3.1.6. Fines, fees, or penalties.
- 6.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT C Amendment #1

grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

- 6.1.3.1.8. Cell phones and cell phone minutes for clients.
 - 6.1.4. Receipts for expenses within the applicable state fiscal year.
 - 6.1.5. Cost center reports.
 - 6.1.6. Profit and loss report.
 - 6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
 - 8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:
 - SOR Financial Manager
 - Department of Health and Human Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
 - 10. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 - 12. The Contractor must provide the services in Exhibit B Amendment #1, Scope of Services, in compliance with funding requirements.
 - 13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B Amendment #1, Scope of Services, including failure to submit required monthly and/or quarterly reports.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services**



EXHIBIT C Amendment #1

14. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
 - 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 15.4. 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.
 - 15.5. 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.

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Exhibit C-3 Amendment #1 NCE

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

Contractor Name: Southern New Hampshire Health System, Inc.
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services ("Doseway"), Greater Nashua Region
Budget Period: SFY21 880008-123126 (NCE)

Line Item	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	OCT 2021	NOV 2021	DEC 2021	TOTAL	Contractor Share	State Share	Federal Share	Total
1. Total Budget	86,718.00									86,718.00				86,718.00
2. Personnel	24,800.00									24,800.00				24,800.00
3. Contract	15,261.00									15,261.00				15,261.00
4. Travel	31,850.00									31,850.00				31,850.00
5. Other	1,807.00									1,807.00				1,807.00
6. Capital Expenses	13,000.00									13,000.00				13,000.00
7. Other	799.00									799.00				799.00
8. Materials/Consumables	1,800.00									1,800.00				1,800.00
9. Staff Education and Training	1,878.00									1,878.00				1,878.00
10. Subcontractor/Outsourcing	25,048.00									25,048.00				25,048.00
11. Other (Shelter Needs, Veterans' Res. Funding)	302,699.00									302,699.00				302,699.00
TOTAL	648,808.00									648,808.00				648,808.00

Indirect As A Percent of Direct 0.0%

Contractor Initials *pet*
Date *1/19/21*

ES&M C-4 Amendment #1 GovCosts

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

Contractor Name: Southern New Hampshire Health System, Inc.
 Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services ("Doorway"), Great or North Region
 Budget Period: 2021 06030-043021 (GovCosts)

Line Item	Category	Quantity	Unit Price	Total Price	Other	Subtotal	Other	Subtotal	Other	Subtotal
1. Total Personnel										
2. Personnel Services										
3. Consultants										
4. Equipment										
5. Supplies										
6. Travel										
7. Contractual Services										
8. Materials										
9. Information Systems										
10. Other (Specify in Remarks)										
11. Subcontract Services										
12. Other (Costs and Treatment Staff Rates)										
TOTAL				70,843.00		70,843.00		70,843.00		70,843.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials: *plh*
 Date: *1/19/21*

Exhibit C-4 Amendment #1 GovCons

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Southern New Hampshire Health System, Inc.											
Budget Request For: Assess and Delivery Hub for Opioid Use Disorder Services ("Doorway"), Greater Nashua Region											
C1-199-020-05-ACC2-10-01 Budget Period: 0FY21 0FY22 0FY23 0FY24 0FY25 1 (GovCons)											
Line Item	0FY21	0FY22	0FY23	0FY24	0FY25	1 (GovCons)	0FY21	0FY22	0FY23	0FY24	0FY25
1. Personnel											
2. Materials											
3. Equipment											
4. Travel											
5. Contract											
6. Contingency											
7. Capital Equipment											
8. Software											
9. Information/Communications											
10. Staff Services and Training											
11. Professional Management											
12. Other Opioid and Treatment Related Research, Outreach and Peer Support			23,647.00			23,647.00			23,647.00		23,647.00
TOTAL			23,647.00			23,647.00			23,647.00		23,647.00

Subject As A Percent of Direct

0.0%

Contractor Initials: *pkh*
 Date: *1/19/21*

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 08, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 291619

Certificate Number: 0004967822



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of July A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Timothy Whitaker, hereby certify that:

1. I am a duly elected Officer of Southern New Hampshire Health System, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on December 08, 2020, at which a quorum of the Trustees were present and voting.

VOTED: That Scott Wolf, DO, President and Paul Trainor, Chief Financial Officer are duly authorized on behalf of Southern New Hampshire Health System, Inc to enter into contracts or agreements with the State 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: January 19, 2021

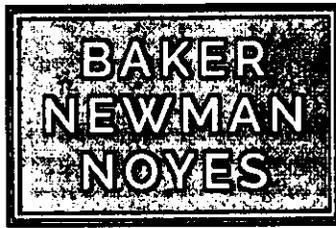
Signature of Elected Officer
Name: Timothy Whitaker
Title: Chair, Board of Trustees

Mission:

Southern New Hampshire Health is dedicated to providing exceptional care that improves the health and well-being of individuals and the communities we serve.

Vision:

Southern New Hampshire Health, a member of SolutionHealth, is a premier integrated health care delivery system focused on value innovation and providing superior patient experience through highly engaged dedicated care teams leveraging the latest technology.



**Southern New Hampshire
Health System, Inc.**

**Consolidated Financial Statements
and Other Financial Information**

*Nine Month Period Ended June 30, 2019
and Year Ended September 30, 2018
With Independent Auditors' Report*

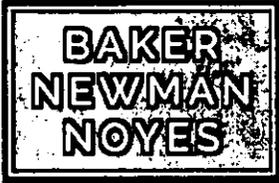
SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

**CONSOLIDATED FINANCIAL STATEMENTS
AND OTHER FINANCIAL INFORMATION**

Nine Month Period Ended June 30, 2019
and Year Ended September 30, 2018

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Southern New Hampshire Health System, Inc.

We have audited the accompanying consolidated financial statements of Southern New Hampshire Health System, Inc. (the System), which comprise the consolidated balance sheets as of June 30, 2019 and September 30, 2018, and the related consolidated statements of operations and changes in net assets, and cash flows for the nine month period ended June 30, 2019 and year ended September 30, 2018, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Board of Trustees
Southern New Hampshire Health System, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of June 30, 2019 and September 30, 2018, and the results of its operations and changes in its net assets, and its cash flows for the nine month period ended June 30, 2019 and year ended September 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, in 2019, the System adopted the provisions of Accounting Standards Update (ASU) No. 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Baku Newman & Noyes LLC

Manchester, New Hampshire
September 6, 2019

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

CONSOLIDATED BALANCE SHEETS

June 30, 2019 and September 30, 2018

ASSETS

	<u>June 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>
Current assets:		
Cash and cash equivalents	\$ 32,002,213	\$ 39,242,039
Accounts receivable, less allowances for doubtful accounts of \$13,204,880 in 2019 and \$11,670,284 in 2018 (notes 2 and 4)	37,568,047	36,334,705
Inventories	4,725,407	4,475,956
Prepaid expenses and other current assets	3,885,810	8,285,556
Funds held by trustee for current payment of bond principal and interest (notes 5, 8 and 13)	<u>2,193,014</u>	<u>3,277,264</u>
Total current assets	80,374,491	91,615,520
Investments (notes 5 and 13)	107,419,194	95,287,661
Assets whose use is limited (notes 5 and 13):		
Employee benefit plans and other (note 2)	32,934,869	31,383,403
Board designated and donor-restricted	<u>103,449,322</u>	<u>101,098,156</u>
	136,384,191	132,481,559
Property, plant and equipment, net (notes 7, 8 and 11)	127,093,513	126,672,190
Other assets (note 2)	<u>10,803,946</u>	<u>11,896,523</u>
Total assets	<u>\$462,075,335</u>	<u>\$457,953,453</u>

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

	Nine Month Period Ended June 30, 2019	Year Ended September 30, 2018
Revenue:		
Net patient service revenue (net of contractual allowances and discounts) (note 3)	\$277,159,887	\$348,873,308
Provision for bad debts	<u>(12,392,930)</u>	<u>(16,425,825)</u>
Net patient service revenue less provision for bad debts	264,766,957	332,447,483
Disproportionate share hospital revenue (note 14)	7,014,331	9,139,274
Interest and dividends (note 5)	2,602,093	2,530,082
Other revenue (note 3)	<u>9,135,321</u>	<u>11,502,866</u>
Total revenue	283,518,702	355,619,705
Operating expenses (note 10):		
Salaries and wages	158,266,225	197,990,824
Employee benefits (notes 2 and 9)	23,375,385	28,806,820
Supplies and other expenses (note 11)	71,484,311	86,857,007
Depreciation	10,624,142	13,727,756
New Hampshire Medicaid enhancement tax (note 14)	9,545,778	12,322,604
Interest (note 8)	<u>1,611,401</u>	<u>2,216,246</u>
Total operating expenses	<u>274,907,242</u>	<u>341,921,257</u>
Income from operations	8,611,460	13,698,448
Nonoperating gains (losses):		
Investment return (note 5)	4,239,894	10,858,987
Loss on bond refunding (note 8)	-	(125,134)
Contributions, nonoperating revenues and other (losses)	<u>(525,090)</u>	<u>(376,848)</u>
Total nonoperating gains, net	<u>3,714,804</u>	<u>10,357,005</u>
Excess of revenues and nonoperating gains over expenses	12,326,264	24,055,453
Transfer to SolutionHealth, Inc.	(706,222)	-
Pension adjustment (note 9)	(8,628,513)	4,241,004
Net assets released from restriction for capital purchases	<u>-</u>	<u>80,000</u>
Increase in net assets without donor restrictions	2,991,529	28,376,457
Contributions of net assets with donor restrictions	172,486	234,554
Net assets released from restriction for capital purchases	-	(80,000)
Net assets released from restriction for operations	<u>(113,557)</u>	<u>(216,504)</u>
Increase (decrease) in net assets with donor restrictions	<u>58,929</u>	<u>(61,950)</u>
Increase in net assets	3,050,458	28,314,507
Net assets at beginning of period	<u>272,379,837</u>	<u>244,065,330</u>
Net assets at end of period	<u>\$275,430,295</u>	<u>\$272,379,837</u>

See accompanying notes.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

	Nine Month Period Ended June 30, <u>2019</u>	Year Ended September 30, <u>2018</u>
Operating activities and net gains and losses:		
Increase in net assets	\$ 3,050,458	\$ 28,314,507
Adjustments to reconcile increase in net assets to net cash provided by operating activities and net gains:		
Net gains on investments	(1,528,070)	(8,701,505)
Depreciation	10,624,142	13,727,756
Restricted gifts and bequests	(172,486)	(234,554)
Pension adjustment	8,628,513	(4,241,004)
Loss on bond refunding	-	125,134
Bond premium and issuance cost amortization	(240,984)	(329,339)
Changes in cash from certain working capital and other items:		
Accounts receivable, net	(1,233,342)	(1,808,931)
Inventories, prepaid expense and other assets	5,242,872	(3,097,037)
Accounts payable, other accrued expenses and other liabilities	(6,073,112)	6,484,799
Accrued compensation and related taxes	(1,260,648)	1,008,621
Amounts payable to third-party payors	<u>1,618,207</u>	<u>479,416</u>
Net cash provided by operating activities and net gains	18,655,550	31,727,863
Investing activities:		
Purchases of property, plant and equipment, net	(11,045,465)	(14,974,999)
Decrease in funds held by trustee under equipment financing and revenue bond agreements	1,084,250	19,458,288
Net purchase of investments	<u>(12,954,629)</u>	<u>(15,696,412)</u>
Net cash used by investing activities	(22,915,844)	(11,213,123)
Financing activities:		
Payment of long-term debt	(3,152,018)	(22,101,074)
Restricted gifts and bequests	<u>172,486</u>	<u>234,554</u>
Net cash used by financing activities	<u>(2,979,532)</u>	<u>(21,866,520)</u>
Decrease in cash and cash equivalents	(7,239,826)	(1,351,780)
Cash and cash equivalents at beginning of period	<u>39,242,039</u>	<u>40,593,819</u>
Cash and cash equivalents at end of period	<u>\$ 32,002,213</u>	<u>\$ 39,242,039</u>

See accompanying notes.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

1. Organization

Southern New Hampshire Health System, Inc. is a not-for-profit entity organized under New Hampshire law to support Southern New Hampshire Medical Center (the Medical Center) and Foundation Medical Partners, Inc. (the Foundation), collectively referred to as "the System". Both the Medical Center and the Foundation are not-for-profit entities, established to provide medical services to the people of the greater Nashua area.

In the year ended September 30, 2018, the board of the System, accompanied by the board of Elliot Health System, approved an affiliation agreement between the organizations. The sole corporate member of the System became SolutionHealth, Inc.

On January 8, 2019, the System elected to change its fiscal year end from September 30 to June 30. There were nine months in the fiscal period ended June 30, 2019 and twelve months in the fiscal year ended September 30, 2018.

2. Significant Accounting Policies

Principles of Consolidation

These consolidated financial statements include the accounts of the System, which has no separate assets, liabilities, or operations other than its interests in the Medical Center and Foundation which fully eliminate in consolidation. All other significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used when accounting for the allowance for doubtful accounts, impairment and depreciable lives of long-lived assets, insurance costs, employee benefit plans, contractual allowances, third-party payor settlements and contingencies. It is reasonably possible that actual results could differ from those estimates.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restriction and reported in the statement of operations as either net assets released from restrictions (for noncapital related items) or as net assets released from restrictions used for capital purchases (capital related items). Some restricted net assets have been restricted by donors to be maintained by the System in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

2. Significant Accounting Policies (Continued)

Performance Indicator

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral transactions are reported as nonoperating gains or losses.

The consolidated statements of operations and changes in net assets includes excess of revenues and nonoperating gains over expenses. Changes in net assets without donor restrictions which are excluded from excess of revenues and nonoperating gains over expenses, consistent with industry practice, include pension adjustments, net assets released from restrictions for capital purchases, and transfers to affiliates.

Income Taxes

The System, Medical Center and Foundation are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the consolidated financial statements.

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in those estimates are reflected in the financial statements in the year in which they occur (see note 3).

The System recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the System provides a discount equal to that of its largest private insurance payors and Medicare. On the basis of historical experience, a significant portion of the System's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the System records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Charity Care

The System has a formal charity care policy under which patient care is provided without charge or at amounts less than its established rates to patients who meet certain criteria. The System does not pursue collection of amounts determined to qualify as charity care and, therefore, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

2. Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Cash and cash equivalents include short-term investments and secured repurchase agreements which have an original maturity of three months or less when purchased.

The System maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The System has not experienced any losses on such accounts.

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts was approximately 13% and 12% of gross accounts receivable as of June 30, 2019 and September 30, 2018, respectively. The System's self-pay bad debt writeoffs were \$11.1 million for the nine month period ended June 30, 2019 and \$15.4 million for the year ended September 30, 2018. The System experienced consistent collection trends during 2019 and 2018.

Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost (determined by a weighted average method) or net realizable value.

Funds Held by Trustee Under Financing and Revenue Bond Agreements

Funds held by trustee under financing and revenue bond agreements are recorded at fair value and are comprised of short-term investments and United States government obligations.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

2. Significant Accounting Policies (Continued)

Investments and Investment Income

Investments are measured at fair value in the balance sheet. Interest and dividend income on unlimited use investments and operating cash is reported within operating revenues. Investment income or loss on assets whose use is limited (including gains and losses on investments, and interest and dividends) is included in the excess of revenues and nonoperating gains over expenses as the System has elected to reflect changes in the fair value of investments and assets whose use is limited, including both increases and decreases in value in nonoperating gains or losses unless the income or loss is restricted by donor or law, in which case it is reported as an increase or decrease in net assets with donor restrictions.

Endowment, Investment and Spending Policies

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

The goal of the board designated funds is to support the System's future capital expenditures and other major program needs, and to generally increase the financial strength of the corporation. In addition to occasional capital expenditures, board designated funds are invested in a prudent manner with regard to preserving principal while providing reasonable returns.

The goal of the endowment funds is to provide a source of financial support to the System's patient care activities. The System appropriates all earnings from the endowment funds to offset the costs of patient care activities according to the intent of the donor. The endowment funds are invested in a prudent manner with regard to preserving principal while providing reasonable returns.

To satisfy its long-term rate-of-return objectives, the System relies on a total return strategy in which investment returns are achieved through both capital appreciation and current yield. The System targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term objective within prudent risk constraints.

Property and Equipment

The investments in plant assets are stated at cost less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. The provision for depreciation has been computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives, which have generally been determined by reference to the recommendations of the American Hospital Association.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

2. Significant Accounting Policies (Continued)

Unamortized Financing Costs

Expenses incurred in obtaining long-term financing are being amortized to interest expense using the straight-line method, which approximates the effective interest method, over the repayment period of the related debt obligation. Unamortized financing costs are presented as a reduction of long-term debt on the accompanying consolidated balance sheets.

Retirement and Deferred Compensation Plans

The Medical Center has a noncontributory defined benefit pension plan that prior to October 8, 2011 covered all qualified employees. The benefits were based on years of service and the employee's average monthly earnings during the period of employment. The Medical Center's policy is to contribute to the plan an amount which meets the funding standards required under the *Employee Retirement Income Security Act of 1974* (ERISA).

The System also sponsors retirement savings plans (a 401(a) plan and a 403(b) plan) available to employees depending upon certain service requirements. Eligible employees can contribute up to 100% of their total salary to the plans, subject to Internal Revenue Service limitations. The System provides a tiered matching contribution up to the first 6% of the employee contribution. In 2012, the System approved a discretionary employer core contribution with the level to be reviewed annually. Contributions to these plans made by the System and recorded as expense for the nine month period ended June 30, 2019 and year ended September 30, 2018 were \$5,429,239 and \$6,304,860, respectively.

The System sponsors deferred compensation plans for certain qualifying employees. The amounts ultimately due to the employees are to be paid upon the employees attaining certain criteria, including age. At June 30, 2019 and September 30, 2018, approximately \$32,696,000 and \$31,145,000, respectively, is reflected in both assets whose use is limited and in other long-term liabilities related to such agreements.

Employee Fringe Benefits

The System has an "earned time" plan. Under this plan, each employee "earns" paid leave for each period worked. These hours of paid leave may be used for vacations, holidays or illnesses. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The System accrues a liability for such paid leave as it is earned.

Malpractice Loss Contingencies

The System has been and is insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System has established a reserve to cover professional liability exposure that may not be covered by prior or current insurance policies. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

2. Significant Accounting Policies (Continued)

At June 30, 2019 and September 30, 2018, the System recorded a liability of approximately \$6,175,000 and \$7,378,500, respectively, related to estimated professional liability losses. At June 30, 2019 and September 30, 2018, the System also recorded a receivable of \$4,101,000 and \$5,400,500, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in other liabilities and other assets, respectively, on the consolidated balance sheets.

Fair Value of Financial Instruments

The fair value of financial instruments is determined by reference to various market data and other valuation techniques as appropriate. Financial instruments consist of cash and cash equivalents, investments, accounts receivable, assets whose use is limited or restricted, accounts payable, estimated third-party payor settlements and long-term debt.

The fair value of all financial instruments other than long-term debt approximates their relative book value as these financial instruments have short-term maturities or are recorded at fair value, Note 13. The fair value of the System's long-term debt is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements, and is disclosed in Note 8 to the financial statements.

Advertising Expense

Advertising costs are expensed as incurred and totaled approximately \$682,000 and \$1,033,000 for the nine month period ended June 30, 2019 and year ended September 30, 2018, respectively.

Reclassifications

Certain 2018 amounts have been reclassified to permit comparison with the 2019 consolidated financial statements presentation format.

Subsequent Events

Events occurring after the consolidated balance sheet date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through September 6, 2019, which is the date the consolidated financial statements were available to be issued.

Recent Accounting Pronouncements

In August 2016, FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) (ASU 2016-14) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 is effective for the System for the nine month period ended June 30, 2019. The System has adjusted the presentation of these consolidated financial statements and related footnotes accordingly. The ASU has been applied retrospectively to all periods presented.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

2. Significant Accounting Policies (Continued)

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the System beginning July 1, 2020 but likely to be deferred one year, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on the System's consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on July 1, 2019 with early adoption permitted. The System would have presented net periodic pension revenue, net of service cost of approximately \$834,000 and \$925,000 for the nine month period ended June 30, 2019 and year ended September 30, 2018, respectively, as a separate line item in the consolidated statement of operations, outside a subtotal of income from operations had ASU 2017-07 been adopted.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the System on July 1, 2019, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework — Changes to the Disclosure Requirements for Fair Value Measurement*. The amendments in this ASU modify the disclosure requirements for fair value measurements for Level 3 assets and liabilities, and eliminate the requirement to disclose transfers between Levels 1 and 2 of the fair value hierarchy, among other modifications. ASU 2018-13 is effective for the System on July 1, 2020, with early adoption permitted. The System is currently evaluating the impact that ASU 2018-13 will have on the consolidated financial statements.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

3. Net Patient Service Revenues

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for bad debts recognized from these major payor sources, is as follows for the nine month period ended June 30, 2019 and year ended September 30, 2018:

	<u>Gross Patient Service Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Net Patient Services Revenues Less Provision for Bad Debts</u>
<u>2019 (9 Months)</u>				
Private payors (includes coinsurance and deductibles)	\$ 286,288,667	\$(105,459,187)	\$ (7,088,681)	\$ 173,740,799
Medicaid	74,062,253	(62,458,274)	(382,769)	11,221,210
Medicare	269,010,179	(188,892,834)	(1,595,516)	78,521,829
Self-pay	<u>13,196,647</u>	<u>(8,587,564)</u>	<u>(3,325,964)</u>	<u>1,283,119</u>
	<u>\$642,557,746</u>	<u>\$(365,397,859)</u>	<u>\$(12,392,930)</u>	<u>\$264,766,957</u>
<u>2018 (12 Months)</u>				
Private payors (includes coinsurance and deductibles)	\$ 355,533,176	\$(133,237,001)	\$ (9,154,540)	\$ 213,141,635
Medicaid	100,919,488	(79,902,181)	(662,399)	20,354,908
Medicare	323,150,060	(223,518,375)	(2,224,765)	97,406,920
Self-pay	<u>17,469,416</u>	<u>(11,541,275)</u>	<u>(4,384,121)</u>	<u>1,544,020</u>
	<u>\$797,072,140</u>	<u>\$(448,198,832)</u>	<u>\$(16,425,825)</u>	<u>\$332,447,483</u>

The System maintains contracts with the Social Security Administration (Medicare) and the State of New Hampshire Department of Health and Human Services (Medicaid). The System is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient diagnostic related group classification. Medicare's payment methodology for outpatient services is based upon a prospective standard rate for procedures performed or services rendered. Capital costs and certain Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The System receives payment for other Medicare and Medicaid inpatient and outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports. The percentage of net patient service revenue earned from the Medicare and Medicaid programs prior to the provision for bad debts was 29% and 4%, respectively, for the nine month period ended June 30, 2019 and 29% and 6%, respectively, for the year ended September 30, 2018.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

3. Net Patient Service Revenues (Continued)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The System believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoings. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. There is at least a reasonable possibility that recorded amounts could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known. Such differences decreased net patient service revenue by approximately \$184,000 for the nine month period ended June 30, 2019 and increased net patient service revenue by approximately \$825,000 for the year ended September 30, 2018.

The System also maintains contracts with Anthem Health Plans of New Hampshire, managed care providers and various other payors which reimburse the System for services based on charges with varying discount levels.

The System does not pursue collection of amounts determined to qualify as charity care, therefore, they are not reported as revenues.

4. Concentration of Credit Risk

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

	<u>June 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>
Medicare	32%	33%
Medicaid	10	10
Private payors	42	43
Self-pay	<u>16</u>	<u>14</u>
	<u>100%</u>	<u>100%</u>

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

5. Investments and Assets Whose Use is Limited

Investments and assets whose use is limited, which are recorded at fair value are reported in the accompanying consolidated balance sheets as follows:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Funds held by trustee – current	\$ 2,193,014	\$ 3,277,264
Investments	107,419,194	95,287,661
Employee benefit plans and other	32,934,869	31,383,403
Board designated and donor-restricted	<u>103,449,322</u>	<u>101,098,156</u>
	<u>\$245,996,399</u>	<u>\$231,046,484</u>

The composition of the fair value of investments and assets whose use is limited is set forth in the following table:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Cash and cash equivalents	\$ 2,508,930	\$ 3,503,757
Fixed income securities	82,960,300	76,254,243
Marketable equity securities	124,859,354	117,290,679
Real estate investment trust	1,418,770	1,305,581
Other	1,314,176	1,308,821
Employee benefit plans	<u>32,934,869</u>	<u>31,383,403</u>
	<u>\$245,996,399</u>	<u>\$231,046,484</u>

See Note 13 for additional information with respect to fair values.

Investments, board designated and donor-restricted investments are comprised of the following:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Investments	\$107,419,194	\$ 95,287,661
Board designated for capital, working capital and community service	100,857,567	98,565,330
Donor-restricted	<u>2,591,755</u>	<u>2,532,826</u>
	<u>\$210,868,516</u>	<u>\$196,385,817</u>

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

5. Investments and Assets Whose Use is Limited (Continued)

Unrestricted investment income and gains on investments are summarized as follows:

	Nine Months Ended <u>June 30, 2019</u>	Year Ended September 30, <u>2018</u>
Operating interest and dividend income	\$2,602,093	\$ 2,530,082
Other interest and dividend income	2,711,824	2,157,482
Net gains on investments	<u>1,528,070</u>	<u>8,701,505</u>
Nonoperating investment return	<u>4,239,894</u>	<u>10,858,987</u>
Total investment return	<u>\$6,841,987</u>	<u>\$13,389,069</u>

All board designated and donor-restricted investment income and gains including unrealized gains are included as part of nonoperating gains, net in the accompanying consolidated statements of operations and changes in net assets.

6. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019 and September 30, 2018:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Purpose restriction:		
Equipment and capital improvements	\$ 55,000	\$ -
Education and scholarships	130,978	112,598
Designated for certain communities	<u>40,264</u>	<u>54,715</u>
	226,242	167,313
Perpetual in nature:		
Investments, gains and income from which is donor restricted	<u>2,365,513</u>	<u>2,365,513</u>
Total net assets with donor restrictions	<u>\$2,591,755</u>	<u>\$2,532,826</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

7. Property and Equipment

A summary of property and equipment follows:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Land and land improvements	\$ 19,995,548	\$ 19,629,160
Buildings and fixed equipment	185,034,852	182,850,298
Major movable equipment	113,207,305	107,157,195
Construction in progress	<u>6,377,925</u>	<u>3,933,510</u>
	324,615,630	313,570,163
Less accumulated depreciation	<u>(197,522,117)</u>	<u>(186,897,973)</u>
	<u>\$ 127,093,513</u>	<u>\$ 126,672,190</u>

8. Long-Term Debt

Long-term debt consists of the following:

	June 30, <u>2019</u>	September 30, <u>2018</u>
New Hampshire Health and Education Facilities Authority (the Authority):		
Series 2016 Revenue Bonds with interest ranging from 3.0% to 5.0% per year. Principal and sinking fund installments are required in amounts ranging from \$2,040,000 to \$4,270,000 through October 1, 2037	\$57,305,000	\$59,345,000
Tax-exempt equipment lease financing with a fixed interest rate of 1.29% with required monthly payments of \$130,791 through June 7, 2023	6,115,671	7,227,689
Unamortized original issue premium	<u>3,988,596</u>	<u>4,262,370</u>
	67,409,267	70,835,059
Less unamortized financing costs	(436,514)	(469,304)
Less current portion	<u>(3,599,502)</u>	<u>(3,585,083)</u>
	<u>\$63,373,251</u>	<u>\$66,780,672</u>

The Obligated Group for the Series 2016 bonds is comprised of the System and the Medical Center. However, the System has no revenues, expenses or net assets independent of the Medical Center or the Foundation.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

8. Long-Term Debt (Continued)

No debt service reserve funds are required under the Series 2016 bonds so long as the Medical Center meets certain debt covenants. The funds held by the trustee under the revenue bond and equipment financing agreements are comprised of the following:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Debt service principal fund – Series 2016	\$ 1,589,098	\$ 2,053,081
Debt service interest fund – Series 2016	<u>603,916</u>	<u>1,224,183</u>
Total funds held by trustees	<u>\$ 2,193,014</u>	<u>\$ 3,277,264</u>

The Medical Center's revenue bond agreements with the Authority grant the Authority a security interest in the Medical Center's gross receipts. In addition, under the terms of the master indentures, the Medical Center is required to meet certain covenant requirements. At June 30, 2019, the Medical Center was in compliance with these requirements.

Aggregate annual principal payments required under the bonds and equipment financing agreement for each of the five years ending June 30, 2024 are approximately \$3,599,000, \$3,679,000, \$3,759,000, \$3,854,000 and \$2,390,000, respectively.

In June 2016, the Medical Center entered into a seven year \$10,500,000 tax-exempt equipment lease financing with the Authority and Bank of America. The proceeds of the financing are held by a trustee, under the terms of an escrow agreement which allow for withdrawals only for approved purchases of capital equipment. The agreement grants Bank of America security interest in the equipment financed with the proceeds for the duration of the lease.

Interest paid on long-term debt totaled \$2,476,167 for the nine month period ended June 30, 2019 and \$3,070,821 for the year ended September 30, 2018. There was no interest capitalized during the nine month period ended June 30, 2019 and year ended September 30, 2018.

The fair value of long-term debt is estimated to be approximately \$69,025,000 at June 30, 2019 and \$68,946,000 at September 30, 2018.

Subsequent to June 30, 2019, the System entered into a ten year \$24,500,000 equipment lease financing with Bank of America to update an electronic medical record system and acquire various other medical equipment. The financing agreement is due in monthly principal and interest payments at an interest rate of 1.92%

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

9. Pension Plan

The following table presents a reconciliation of the beginning and ending balances of the Medical Center's defined benefit pension plan projected benefit obligation and the fair value of plan assets, and funded status of the plan.

	Nine Months Ended <u>June 30, 2019</u>	Year Ended September 30, <u>2018</u>
Changes in benefit obligations:		
Projected benefit obligation, beginning of period	\$(77,530,841)	\$(80,168,143)
Interest cost	(2,512,797)	(3,201,688)
Benefits paid	1,957,958	2,457,685
Actuarial gain	<u>(7,716,665)</u>	<u>3,381,305</u>
Projected benefit obligations, end of period	<u>\$(85,802,345)</u>	<u>\$(77,530,841)</u>
Changes in plan assets:		
Fair value of plan assets, beginning of period	\$ 71,839,114	\$ 69,310,178
Actual return on plan assets	2,435,392	4,986,621
Benefits paid	<u>(1,957,958)</u>	<u>(2,457,685)</u>
Fair value of plan assets, end of period	<u>\$ 72,316,548</u>	<u>\$ 71,839,114</u>
Funded status of the plan	<u>\$(13,485,797)</u>	<u>\$ (5,691,727)</u>
Net accrued liability	<u>\$(13,485,797)</u>	<u>\$ (5,691,727)</u>

Amounts recognized as pension adjustments in net assets without donor restrictions consist of:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Net actuarial loss	<u>\$35,341,214</u>	<u>\$26,712,701</u>

The accumulated benefit obligation as of the plan's measurement date of June 30, 2019 and September 30, 2018, was \$85,802,345 and \$77,530,841, respectively.

The weighted-average assumptions used to determine the pension benefit obligation are as follows:

	June 30, <u>2019</u>	September 30, <u>2018</u>
Discount rate	3.75%	4.35%

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

9. **Pension Plan (Continued)****Pension Plan Asset Fair Value Measurements**

The fair values of the System's pension plan assets as of June 30, 2019 and September 30, 2018, by asset category, are as follows (see note 13 for level definitions):

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>June 30, 2019:</u>				
Pooled separate accounts:				
Money market	\$ -	\$ 2,001,348	\$ -	\$ 2,001,348
International equity	-	4,663,271	-	4,663,271
Large cap equity	-	23,112,760	-	23,112,760
Mid cap equity	-	5,094,575	-	5,094,575
Small cap equity	-	3,624,599	-	3,624,599
Bond funds	-	33,819,995	-	33,819,995
	<u>\$ -</u>	<u>\$72,316,548</u>	<u>\$ -</u>	<u>\$72,316,548</u>
<u>September 30, 2018:</u>				
Pooled separate accounts:				
Money market	\$ -	\$ 1,419,670	\$ -	\$ 1,419,670
International equity	-	5,254,881	-	5,254,881
Large cap equity	-	23,633,494	-	23,633,494
Mid cap equity	-	5,242,565	-	5,242,565
Small cap equity	-	4,087,486	-	4,087,486
Bond funds	-	32,201,018	-	32,201,018
	<u>\$ -</u>	<u>\$71,839,114</u>	<u>\$ -</u>	<u>\$71,839,114</u>

Net periodic pension gain includes the following components:

	<u>Nine Months Ended June 30, 2019</u>	<u>Year Ended September 30, 2018</u>
Interest cost on projected benefit obligation	\$ 2,512,797	\$ 3,201,688
Expected return on plan assets	(3,853,020)	(4,935,897)
Recognized loss	<u>505,780</u>	<u>808,975</u>
Total gain	<u>\$ (834,443)</u>	<u>\$ (925,234)</u>

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

9. Pension Plan (Continued)

The weighted-average assumptions used to determine net periodic benefit cost are as follows:

	Nine Months Ended <u>June 30, 2019</u>	Year Ended September 30, <u>2018</u>
Discount rate	4.35%	4.00%
Expected long-term rate of return on plan assets	7.25%	7.25%

Other changes in plan assets and benefit obligations recognized in adjustments to net assets without donor restrictions are as follows:

	Nine Months Ended <u>June 30, 2019</u>	Year Ended September 30, <u>2018</u>
Net loss (gain)	<u>\$8,628,513</u>	<u>\$(4,241,004)</u>
Total recognized in net periodic pension benefit cost and adjustment to net assets without donor restrictions	<u>\$8,628,513</u>	<u>\$(4,241,004)</u>

The estimated net loss for the defined benefit pension plan that will be amortized from net assets without donor restrictions into net periodic benefit cost over the next fiscal year is \$931,141.

Plan Amendments

On August 15, 2011, the Board of Directors of the System resolved to freeze the defined benefit pension plan effective October 8, 2011. Any employee who was a participant of the plan on that date will continue as a participant. No other person will become a participant after that date. Benefits to participants also stopped accruing on October 8, 2011. This amendment impacted the present value of accumulated plan benefits by eliminating the increase due to annual benefit accruals. Also effective October 8, 2011, the System provides qualifying employees with an additional 2% contribution under its existing defined contribution plan to supplement their retirement benefits.

Plan Assets

The primary investment objective of the Medical Center's retirement plan is to provide pension benefits for its members and their beneficiaries by ensuring a sufficient pool of assets to meet the plan's current and future benefit obligations. These funds are managed as permanent funds with disciplined longer-term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

Management of the assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation, and providing liquidity as needed for plan benefits. The objective is to provide a rate of return that meets inflation, plus 5.5%, over a long-term horizon.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

9. Pension Plan (Continued)

The Plan aims to diversify its holdings among sectors, industries and companies. No more than 10% of the plan's portfolio, excluding U.S. Government obligations and cash, may be held in an individual company's stock or bonds.

A periodic review is performed of the pension plan's investment in various asset classes. The current asset allocation target is 50% to 70% equities, 30% to 50% fixed income, and 0% to 5% cash and other.

The Medical Center's pension plan weighted-average asset allocation by asset category is as follows:

	<u>June 30,</u> <u>2019</u>	<u>September 30,</u> <u>2018</u>
Marketable equity securities	50%	53%
U.S. Government obligations and corporate bonds	<u>50</u>	<u>47</u>
	<u>100%</u>	<u>100%</u>

Contributions

The Medical Center does not have a minimum required contribution for 2020 and does not expect to voluntarily contribute to its pension plan in 2020.

Estimated Future Benefit Payments

The following benefit payments are expected to be paid as follows for the years ended June 30:

2020	\$ 3,167,392
2021	3,390,541
2022	3,635,442
2023	3,868,094
2024	4,110,787
Years 2025 – 2029	23,324,753

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

10. Functional Expenses

The Medical Center and the Foundation provide general health care services to residents within their geographic location. Expenses related to providing these services are as follows for the nine month period ended June 30, 2019:

	<u>Health Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and wages	\$135,266,038	\$ 23,000,187	\$158,266,225
Employee benefits	20,086,372	3,289,013	23,375,385
Supplies and other	57,513,764	13,970,547	71,484,311
Interest	1,370,042	241,359	1,611,401
Provider tax	9,545,778	-	9,545,778
Depreciation	<u>7,899,050</u>	<u>2,725,092</u>	<u>10,624,142</u>
	<u>\$231,681,044</u>	<u>\$ 43,226,198</u>	<u>\$274,907,242</u>

The financial statements report certain expense categories that are attributable to more than one healthcare service or support function. Therefore, these expenses require an allocation on a reasonable basis that is consistently applied. Costs not directly attributable to a function, such as, depreciation and interest, are allocated to a function based on square footage. Supporting activities that are not directly identifiable with one or more healthcare programs are classified as general and administrative. If it is impossible or impractical to make a direct identification, allocation of the expenses were made according to management's estimates. Employee benefits were allocated in accordance with the ratio of salaries and wages of the functional classes. Specifically identifiable costs are assigned to the function which they are identified to.

11. Leases

The System leases equipment as well as office and storage space for operations under various noncancelable lease agreements. These leases are treated as operating leases and expire at various dates through 2029. Rental expense on all operating leases for the nine month period ended June 30, 2019 and year ended September 30, 2018 was \$1,327,783 and \$1,768,188, respectively.

Future minimum lease payments required under operating leases as of June 30, 2019 are as follows:

Year ending June 30:	
2020	\$ 1,291,433
2021	1,112,701
2022	934,552
2023	892,792
2024	847,342
Thereafter	<u>3,073,767</u>
Total future minimum lease payments	<u>\$8,152,587</u>

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

12. Community Benefits (Unaudited)

In accordance with its mission, the System provides substantial benefits to the southern New Hampshire region. The following community benefits were provided by the System for the nine month period ended June 30, 2019 and year ended September 30, 2018:

	<u>Community Benefit Costs</u>	<u>Offsetting Revenues</u>	<u>Net Community Benefit Expense</u>
<u>2019 (9 Months)</u>			
Charity care (see note 3)	\$ 3,024,317	\$ —	\$ 3,024,317
Uncompensated care	3,051,980	—	3,051,980
Subsidized care	141,717,507	98,899,076	42,818,431
Cash and in-kind contributions	<u>5,506,911</u>	<u>237,153</u>	<u>5,269,758</u>
Total	<u>\$153,300,715</u>	<u>\$ 99,136,229</u>	<u>\$54,164,486</u>
<u>2018 (12 Months)</u>			
Charity care (see note 3)	\$ 3,867,066	\$ —	\$ 3,867,066
Uncompensated care	3,998,506	—	3,998,506
Subsidized care	177,915,896	127,730,197	50,185,699
Cash and in-kind contributions	<u>5,990,006</u>	<u>148,578</u>	<u>5,841,428</u>
Total	<u>\$191,771,474</u>	<u>\$127,878,775</u>	<u>\$63,892,699</u>

Charity care: The System provides care to patients who meet certain criteria under its board established charity care policy without charge or at amounts less than its established rates. The System does not pursue collection of amounts determined to qualify as charity care, therefore, they are not reported as revenues. The estimated costs of caring for charity care patients for the nine month period ended June 30, 2019 and year ended September 30, 2018 were approximately \$3.0 million and \$3.9 million, respectively.

Uncompensated care: The System provides care to patients without insurance, regardless of their ability to pay. Though the System attempts to assist all patients enrolling in available public assistance programs or qualification under its charity care policy, many patients either fail to comply with administrative requirements, or do not qualify. In these instances, the System attempts to collect for these services. However, the overwhelming majority of these accounts are ultimately uncollectible.

Subsidized care: The System provides services to patients enrolled in public service programs, i.e., Medicare and Medicaid, at rates substantially below cost.

Cash and in-kind contributions: The System supports various community initiatives including healthcare outreach, research and education. Other cash and in-kind contributions can be found in the community benefits report posted on the System's website.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

13. Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and/or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

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

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

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

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the nine month period ended June 30, 2019 and year ended September 30, 2018, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used:

Marketable Equity Securities

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the System at year end, which results in classification as Level 1 or Level 2 within the fair value hierarchy.

Fixed Income Securities

The fair value for debt instruments is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The System holds U.S. governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are classified as Level 1 or Level 2 within the fair value hierarchy.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

13. Fair Value Measurements (Continued)Employee Benefit Plans

Underlying plan investments within these funds are stated at quoted market prices. These investments are generally classified as Level 1 within the fair value hierarchy.

Fair Value on a Recurring Basis

The following presents the balances of assets (funds held by trustee, investments and assets whose use is limited) measured at fair value on a recurring basis at June 30, 2019 and September 30, 2018:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<u>June 30, 2019</u>				
Cash and cash equivalents	\$ 2,508,930	\$ 2,508,930	\$ -	\$ -
Marketable equity securities:				
Large cap	96,364,728	64,395,808	31,968,920	-
Mid cap	7,733,694	-	7,733,694	-
Small cap	7,521,376	3,301,270	4,220,106	-
International	13,239,556	9,354,972	3,884,584	-
Fixed income securities:				
U.S. Government obligations	14,504,602	14,504,602	-	-
Corporate bonds	64,496,392	64,496,392	-	-
Foreign bonds	3,959,306	3,959,306	-	-
Other investments	2,732,946	1,762,559	970,387	-
Employee benefit plans	<u>32,934,869</u>	<u>32,934,869</u>	<u>-</u>	<u>-</u>
	<u>\$ 245,996,399</u>	<u>\$ 197,218,708</u>	<u>\$ 48,777,691</u>	<u>\$ -</u>
<u>September 30, 2018</u>				
Cash and cash equivalents	\$ 3,503,757	\$ 3,503,757	\$ -	\$ -
Marketable equity securities:				
Large cap	86,183,243	47,883,059	38,300,184	-
Mid cap	10,291,183	-	10,291,183	-
Small cap	7,905,146	3,383,320	4,521,826	-
International	12,911,107	9,051,901	3,859,206	-
Fixed income securities:				
U.S. Government obligations	17,732,529	13,011,616	4,720,913	-
Corporate bonds	54,923,228	54,923,228	-	-
Foreign bonds	3,598,486	3,598,486	-	-
Other investments	2,614,402	1,596,615	1,017,787	-
Employee benefit plans	<u>31,383,403</u>	<u>31,383,403</u>	<u>-</u>	<u>-</u>
	<u>\$ 231,046,484</u>	<u>\$ 168,335,385</u>	<u>\$ 62,711,099</u>	<u>\$ -</u>

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets and statements of operations.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

13. Fair Value Measurements (Continued)

Investment Strategies

Marketable Equity Securities

The primary purpose of equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

Fixed Income Securities (Debt Instruments)

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Fair Value of Other Financial Instruments

The following methods and assumptions were used by the System in estimating the "fair value" of other financial instruments in the accompanying consolidated financial statements and notes thereto:

Cash and cash equivalents: The carrying amounts reported in the accompanying consolidated balance sheets for these financial instruments approximate their fair values.

Accounts receivable and accounts payable: The carrying amounts reported in the accompanying consolidated balance sheets approximate their respective fair values due to the short maturities of these instruments.

Long-term debt: The fair value of the notes payable and long-term debt, as disclosed in Note 8, was calculated based upon discounted cash flows through maturity based on market rates currently available for borrowing with similar maturities.

14. Medicaid Enhancement Tax and Medicaid Disproportionate Share

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.4% of the Medical Center's net patient service revenues in State fiscal years 2019 and 2018, with certain exclusions. The amount of the tax incurred by the Medical Center for the nine month period ended June 30, 2019 and year ended September 30, 2018 was \$9,545,778 and \$12,322,604, respectively.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

14. Medicaid Enhancement Tax and Medicaid Disproportionate Share (Continued)

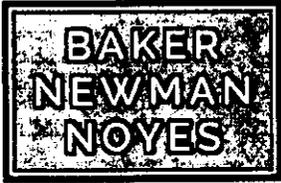
The State provides disproportionate share payments (DSH) to hospitals based on a set percentage of uncompensated care provided. The Medical Center received DSH interim funding of \$10,284,949 and \$10,245,347 during the nine month period ended June 30, 2019 and year ended September 30, 2018, respectively. Reserves on these receipts were established for \$1,542,742 and \$1,536,802 at June 30, 2019 and September 30, 2018, respectively, as these payments are subject to the State DSH annual audit and potential redistributions.

15. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on debt, and capital construction costs not financed with debt, consisted of the following as of June 30, 2019:

Cash and cash equivalents	\$32,002,213
Accounts receivable	37,568,047
Funds held by trustee for current payment of bond principal and interest	<u>2,193,014</u>
	<u>\$71,763,274</u>

To manage liquidity, the System maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to the System. In addition, the System has board-designated and long-term investments without donor restrictions that can be utilized to help fund both operational needs and/or capital projects. As of June 30, 2019, the balance in board-designated and long-term investments were \$100,857,567 and \$107,419,194, respectively.



Baker Newman & Noyes LLC
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800.244.7444 | www.bnncpa.com

**INDEPENDENT AUDITORS' REPORT
ON OTHER FINANCIAL INFORMATION**

Board of Trustees
Southern New Hampshire Health System, Inc.

We have audited the consolidated financial statements of Southern New Hampshire Health System, Inc. (the System) as of and for the nine month period ended June 30, 2019 and year ended September 30, 2018, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
September 6, 2019

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

CONSOLIDATING BALANCE SHEETS

June 30, 2019 and September 30, 2018

ASSETS

	June 30, 2019				September 30, 2018			
	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Current assets:								
Cash and cash equivalents	\$ 32,002,213	\$ —	\$ 32,599,728	\$ (597,515)	\$ 39,242,039	\$ —	\$ 39,935,647	\$ (693,608)
Accounts receivable, less allowances for doubtful accounts	37,568,047	—	26,414,725	11,153,322	36,334,705	—	26,087,823	10,246,882
Inventories	4,725,407	—	3,936,587	788,820	4,475,956	—	3,413,584	1,062,372
Prepaid expenses and other current assets	3,885,810	(289,636)	3,035,939	1,139,507	8,285,556	(271,186)	6,282,930	2,273,812
Funds held by trustee for current payment of bond principal and interest	<u>2,193,014</u>	<u>—</u>	<u>2,193,014</u>	<u>—</u>	<u>3,277,264</u>	<u>—</u>	<u>3,277,264</u>	<u>—</u>
Total current assets	80,374,491	(289,636)	68,179,993	12,484,134	91,615,520	(271,186)	78,997,248	12,889,458
Investments	107,419,194	—	107,419,194	—	95,287,661	—	95,287,661	—
Assets whose use is limited:								
Employee benefit plans and other	32,934,869	—	4,743,771	28,191,098	31,383,403	—	4,592,183	26,791,220
Board designated and donor-restricted	<u>103,449,322</u>	<u>—</u>	<u>103,449,322</u>	<u>—</u>	<u>101,098,156</u>	<u>—</u>	<u>101,098,156</u>	<u>—</u>
	136,384,191	—	108,193,093	28,191,098	132,481,559	—	105,690,339	26,791,220
Property, plant and equipment, net	127,093,513	(97,513)	118,558,576	8,632,450	126,672,190	(106,378)	117,792,415	8,986,153
Other assets	<u>10,803,946</u>	<u>(4,301,404)</u>	<u>15,044,274</u>	<u>61,076</u>	<u>11,896,523</u>	<u>(4,523,244)</u>	<u>16,300,128</u>	<u>119,639</u>
Total assets	<u>\$462,075,335</u>	<u>\$(4,688,553)</u>	<u>\$417,395,130</u>	<u>\$49,368,758</u>	<u>\$457,953,453</u>	<u>\$(4,900,808)</u>	<u>\$414,067,791</u>	<u>\$48,786,470</u>

LIABILITIES AND NET ASSETS

	<u>June 30, 2019</u>				<u>September 30, 2018</u>			
	<u>Consol- idated</u>	<u>Elimi- nation Entries</u>	<u>Southern New Hampshire Medical Center</u>	<u>Foundation Medical Partners, Inc.</u>	<u>Consol- idated</u>	<u>Elimi- nation Entries</u>	<u>Southern New Hampshire Medical Center</u>	<u>Foundation Medical Partners, Inc.</u>
Current liabilities:								
Accounts payable and other accrued expenses	\$ 21,262,554	\$ —	\$ 17,155,513	\$ 4,107,041	\$ 24,268,863	\$ —	\$ 19,730,992	\$ 4,537,871
Accrued compensation and related taxes	28,088,110	—	16,087,573	12,000,537	29,348,758	—	17,430,983	11,917,775
Accrued interest payable	593,310	—	593,310	—	1,217,091	—	1,217,091	—
Amounts payable to third-party payors	16,377,450	—	16,377,450	—	14,759,243	—	14,759,243	—
Current portion of long-term debt	<u>3,599,502</u>	<u>—</u>	<u>3,599,502</u>	<u>—</u>	<u>3,585,083</u>	<u>—</u>	<u>3,585,083</u>	<u>—</u>
Total current liabilities	69,920,926	—	53,813,348	16,107,578	73,179,038	—	56,723,392	16,455,646
Other liabilities	53,350,863	(4,688,553)	24,035,163	34,004,253	45,613,906	(4,900,808)	17,813,232	32,701,482
Long-term debt, less current portion and net of unamortized financing costs	63,373,251	—	63,373,251	—	66,780,672	—	66,780,672	—
Net assets:								
Without donor restrictions	272,838,540	—	273,581,613	(743,073)	269,847,011	—	270,217,669	(370,658)
With donor restrictions	<u>2,591,755</u>	<u>—</u>	<u>2,591,755</u>	<u>—</u>	<u>2,532,826</u>	<u>—</u>	<u>2,532,826</u>	<u>—</u>
	<u>275,430,295</u>	<u>—</u>	<u>276,173,368</u>	<u>(743,073)</u>	<u>272,379,837</u>	<u>—</u>	<u>272,750,495</u>	<u>(370,658)</u>
Total liabilities and net assets	<u>\$462,075,335</u>	<u>\$(4,688,553)</u>	<u>\$417,395,130</u>	<u>\$49,368,758</u>	<u>\$457,953,453</u>	<u>\$(4,900,808)</u>	<u>\$414,067,791</u>	<u>\$48,786,470</u>

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

CONSOLIDATING STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS

Nine Month Period Ended June 30, 2019 and Year Ended September 30, 2018

	Nine Month Period Ended June 30, 2019				Year Ended September 30, 2018			
	Consolidated	Elimination Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consolidated	Elimination Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Net patient service revenue (net of contractual allowances and discounts)	\$277,159,887	\$ (3,233,918)	\$192,874,444	\$ 87,519,361	\$348,873,308	\$ (4,333,572)	\$246,694,563	\$106,512,317
Provision for bad debts	<u>(12,392,930)</u>	<u>—</u>	<u>(8,693,827)</u>	<u>(3,699,103)</u>	<u>(16,425,825)</u>	<u>—</u>	<u>(11,282,535)</u>	<u>(5,143,290)</u>
Net patient service revenue less provision for bad debts	264,766,957	(3,233,918)	184,180,617	83,820,258	332,447,483	(4,333,572)	235,412,028	101,369,027
Disproportionate share hospital revenue	7,014,331	—	7,014,331	—	9,139,274	—	9,139,274	—
Interest and dividends	2,602,093	—	2,602,093	—	2,530,082	—	2,530,082	—
Other revenue	<u>9,135,321</u>	<u>(8,682,812)</u>	<u>7,858,071</u>	<u>9,960,062</u>	<u>11,502,866</u>	<u>(10,692,105)</u>	<u>9,403,230</u>	<u>12,791,741</u>
Total revenue	283,518,702	(11,916,730)	201,655,112	93,780,320	355,619,705	(15,025,677)	256,484,614	114,160,768
Operating expenses:								
Salaries and wages	158,266,225	(71,940)	79,293,089	79,045,076	197,990,824	(90,026)	101,061,641	97,019,209
Employee benefits	23,375,385	(3,233,918)	12,908,384	13,700,919	28,806,820	(4,333,572)	16,720,715	16,419,677
Supplies and other expenses	71,484,311	(8,379,581)	52,220,669	27,643,223	86,857,007	(10,276,419)	65,069,973	32,063,453
Depreciation	10,624,142	—	9,450,781	1,173,361	13,727,756	—	12,189,882	1,537,874
New Hampshire Medicaid enhancement tax	9,545,778	—	9,545,778	—	12,322,604	—	12,322,604	—
Interest	<u>1,611,401</u>	<u>(231,291)</u>	<u>1,611,401</u>	<u>231,291</u>	<u>2,216,246</u>	<u>(325,660)</u>	<u>2,216,246</u>	<u>325,660</u>
Total operating expenses	<u>274,907,242</u>	<u>(11,916,730)</u>	<u>165,030,102</u>	<u>121,793,870</u>	<u>341,921,257</u>	<u>(15,025,677)</u>	<u>209,581,061</u>	<u>147,365,873</u>
Income (loss) from operations	8,611,460	—	36,625,010	(28,013,550)	13,698,448	—	46,903,553	(33,205,105)

	Nine Month Period Ended June 30, 2019				Year Ended September 30, 2018			
	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.	Consol- idated	Elimi- nation Entries	Southern New Hampshire Medical Center	Foundation Medical Partners, Inc.
Nonoperating gains (losses):								
Investment return	\$ 4,239,894	\$ -	\$ 4,239,894	\$ -	\$ 10,858,987	\$ -	\$ 10,858,987	\$ -
Loss on bond refunding	-	-	-	-	(125,134)	-	(125,134)	-
Contributions and nonoperating revenues	(525,090)	-	(525,090)	-	(376,848)	-	(376,848)	-
Nonoperating gains, net	<u>3,714,804</u>	<u>-</u>	<u>3,714,804</u>	<u>-</u>	<u>10,357,005</u>	<u>-</u>	<u>10,357,005</u>	<u>-</u>
Excess (deficiency) of revenues and non- operating gains (losses) over expenses	12,326,264	-	40,339,814	(28,013,550)	24,055,453	-	57,260,558	(33,205,105)
Transfers from (to) affiliates	-	-	(27,641,135)	27,641,135	-	-	(34,426,855)	34,426,855
Transfer to SolutionHealth, Inc.	(706,222)	-	(706,222)	-	-	-	-	-
Pension adjustment	(8,628,513)	-	(8,628,513)	-	4,241,004	-	4,241,004	-
Net assets released from restriction for capital purchases	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>80,000</u>	<u>-</u>	<u>80,000</u>	<u>-</u>
Increase (decrease) in net assets without donor restrictions	2,991,529	-	3,363,944	(372,415)	28,376,457	-	27,154,707	1,221,750
Contributions of net assets with donor restrictions	172,486	-	172,486	-	234,554	-	234,554	-
Net assets released from restriction for capital purchases	-	-	-	-	(80,000)	-	(80,000)	-
Net assets released from restriction for operations	<u>(113,557)</u>	<u>-</u>	<u>(113,557)</u>	<u>-</u>	<u>(216,504)</u>	<u>-</u>	<u>(216,504)</u>	<u>-</u>
Increase (decrease) in net assets with donor restrictions	<u>58,929</u>	<u>-</u>	<u>58,929</u>	<u>-</u>	<u>(61,950)</u>	<u>-</u>	<u>(61,950)</u>	<u>-</u>
Increase (decrease) in net assets	3,050,458	-	3,422,873	(372,415)	28,314,507	-	27,092,757	1,221,750
Net assets at beginning of period	<u>272,379,837</u>	<u>-</u>	<u>272,750,495</u>	<u>(370,658)</u>	<u>244,065,330</u>	<u>-</u>	<u>245,657,738</u>	<u>(1,592,408)</u>
Net assets at end of period	<u>\$ 275,430,295</u>	<u>\$ -</u>	<u>\$ 276,173,368</u>	<u>\$ (743,073)</u>	<u>\$ 272,379,837</u>	<u>\$ -</u>	<u>\$ 272,750,495</u>	<u>\$ (370,658)</u>

2021 SNHHS / SNHMC / FMP Board Membership

BOARD MEMBERSHIP

SNHHS Board Membership

Melliya Annamalai, PhD
Sherry Hausmann [EO, non-voting]
Mary Jordan
The Honorable Joseph N. Laplante
Rachel Rowe
Marc Sadowsky, MD

Marlene Santiago, MD
Charla B. Stevens, Esq.
John J. Sullivan
Timothy C. Sullivan, Esq. [EO]
Timothy J. Whitaker
Scott A. Wolf, DO [EO]

Board Chair:
Board Vice-Chair:
President:
Treasurer:
Secretary:

Officers:

Timothy J. Whitaker
Rachel Rowe
Scott A. Wolf, DO
Paul L. Trainor
Scott A. Wolf, DO

SNHMC Board Membership

Melliya Annamalai
Mary Jordan
The Honorable Joseph N. Laplante
Rachel Rowe
Marc Sadowsky, MD
Marlene Santiago, MD

Charla B. Stevens, Esq.
John J. Sullivan
Phillip Sullivan, MD [EO]
Timothy C. Sullivan, Esq. [EO]
Timothy J. Whitaker
Scott A. Wolf, DO [EO]

Board Chair:
Board Vice-Chair:
President:
Treasurer:
Secretary:

Officers:

Timothy J. Whitaker
Rachel Rowe
Scott A. Wolf, DO
Paul L. Trainor
Scott A. Wolf, DO

FMP Board Membership

Melliya Annamalai
Robert G. Dorf, DO [EO]
Mary Jordan
The Honorable Joseph N. Laplante
Rachel Rowe
Marc Sadowsky, M.D.

Marlene Santiago, M.D.
Charla B. Stevens, Esq.
John J. Sullivan
Timothy C. Sullivan, Esq. [EO]
Timothy J. Whitaker
Scott A. Wolf, DO [EO]

Board Chair:
Board Vice-Chair:
President, Foundation:
President, SNHHS:
Treasurer:
Secretary:

Officers:

Timothy J. Whitaker
Rachel Rowe
Robert Dorf, DO
Scott A. Wolf, DO
Paul L. Trainor
Robert Dorf, DO

JOHN E. FRIBERG, JR.

EDUCATION:

BOSTON COLLEGE LAW SCHOOL, Newton, MA
Juris Doctor, *cum laude*, May 1995

COLGATE UNIVERSITY, Hamilton, NY
Bachelor of Arts, *magna cum laude*, May 1992
Phi Beta Kappa

WORK EXPERIENCE:

SOLUTIONHEALTH Manchester, NH
Chief Legal Officer, General Counsel 2019 to Present

Chief Legal Officer of newly-created regional health system, as parent entity to Elliot Health System and Southern New Hampshire Health, with approximately 7,000 employees and approximately \$1B in net revenue. Responsible system-wide for: Legal, Risk Management, Claims Management, Compliance and Privacy. Responsible for Board-level Claims, Compliance and Governance Committees for parent and subsidiary organizations. Direct report to system CEO.

ELLIOT HEALTH SYSTEM Manchester, NH
Senior Vice President, General Counsel 2007 to 2019

Senior leader to health system with approximately 4,200 employees and over \$550 million in net revenue. Responsible for: Legal, Risk Management, Compliance, Privacy, Claims Management, Insurance, Security, Safety, Emergency Management, Accreditation, and Investigational Clinical Research. Responsible for Board-level Claims, Compliance, Governance and Government Relations Committees. Direct report to CEO.

Served as Acting CEO during absence of Chief Executive Officer, with regular responsibility as 24/7 Administrator on Call and Incident Commander under FEMA Incident Command System emergency management structure.

Additional Responsibilities:

2018-2019: Merged organization into newly created regional system parent entity SolutionHealth. Responsible for Legal (shared with Southern NH Health System GC), as well as Claims Management and Human Resources across full system, with dual reporting to system CEO and Elliot Hospital President.

2017-2019: Additional responsibilities overseeing VP Philanthropy, VP Human Resources, VP Marketing, and Public Relations.

2016-2017: Additional responsibilities as Acting Co-Chief Executive Officer (shared with Chief Medical Officer), singularly responsible for all non-clinical functions throughout entire organization, reporting directly to Executive Committee of the Board of Directors. Overseeing SVP Chief Financial Officer, VP Philanthropy, VP Human Resources, VP Marketing and Public Relations, VP Planning and Strategic Development, and VP Revenue Cycle.

2015-2016: Additional responsibilities overseeing VP Marketing and Public Relations.

2011-2013: Additional responsibilities as SVP of Operations, managing Laboratory, Pharmacy, Imaging, Respiratory, Pulmonary, EEG, Sleep Lab and Clinic, Physical Therapy, Occupational Therapy, Speech Therapy, Occupational/Employee Health, Wellness Programs, Home Medical Equipment, Endoscopy Center, Ambulatory Surgery Center, Ambulatory Care Centers, Facilities, and Food Service and Nutrition.

2008: Additional responsibilities as Acting VP Human Resources.

NIXON PEABODY LLP

Partner (2004-2007)

Associate (2000-2004)

Litigation and Labor & Employment Departments

Boston, MA and
Manchester, NH
2000-2007

Partner in national law firm of over 600 attorneys. Responsible for client counseling and litigation matters, with focus on various commercial, insurance regulatory/coverage and labor & employment disputes throughout the country. Handled all aspects of cases from inception through trials and appeals, including role as lead counsel in defense of national class actions.

DEVINE, MILLIMET & BRANCH, P.A.

Associate

Litigation and Labor & Employment Departments

Manchester, NH
1998 to 2000
1995 to 1997

Associate in law firm of approximately 80 attorneys. Responsible for client counseling and litigation matters, with focus on various commercial and labor & employment disputes.

CENTRAL INTELLIGENCE AGENCY

Clandestine Services Trainee, Directorate of Operations

Washington, DC
1997 to 1998

Undercover operations officer trainee in Directorate of Operations (Clandestine Service), collecting intelligence and executing covert action. Paramilitary, intelligence and counter-intelligence training. Serving as Operations Center Watch Analyst, produced intelligence for Presidential Daily Briefing (PDB) and National Intelligence Daily (NID). Top Secret/Sensitive Compartmented Information clearances.

OTHER ACTIVITIES:

Admitted to practice law in New Hampshire and Massachusetts

Member of American Health Lawyers Association

NH Justice of the Peace

Appointed Member of NH State Disaster Medical Advisory Committee (SDMAC) (for COVID-19 Crisis Standards of Care development and implementation)

Appointed Member of NH State Triage Committee (STC) (for COVID-19 state-wide triage oversight)

Member of Board of Directors of Business and Industry Association (BIA) (NH Statewide Chamber of Commerce)

Member of Board of Directors of New Hampshire Historical Society

Prior Activities:

Founder, Officer and Member of Board of Directors for Resident's Environmental Action Committee for Health

Member of Board of Directors and Officer for NH Network of Child Advocacy Centers (Child Abuse Community Agency)

Member of Board of Advisors for The Way Home (Affordable Housing and Homelessness Community Agency)

Member of Board of Directors for The Way Home

Alumni Interviewer for St. Paul's School Advanced Studies Program

Professor at St. Anselm College (Instructor in Economics Department, teaching Business Law)

Faculty Member for Elliot University (Internal Leadership and Management Development Program)

Instructor/Lecturer for EMT Training Program for New England EMS Institute

Legal Advisor to Board for Directors of National Ski Patrol New Hampshire Region

EMT (Nationally Registered and NH State Licensed)

Outdoor Emergency Care Technician (National Ski Patrol)

Ski Patroller, Mount Sunapee

Member of Board of Directors for American Heart Association's NH Affiliate

Judith A. Graham

Objective: Senior administrative position with a medical group that will utilize my medical management experience to plan, develop and administer programs to increase efficiency, productivity, and revenues.

Employment

PRACTICE MANAGER February, 2017 - present Foundation Medical Partners, Nashua, NH

Reporting to the Associate Vice-President of Operations, responsibilities include managing all operational activities of the Doorway of Greater Nashua, the Center for Recovery Management, Foundation Collaborative Care, and Foundation Counseling and Wellness.

February, 2017- March 2019 - Managed the OB/GYN Hospital Medical Program and New England Gynecology in addition to assuming Behavioral Health responsibilities September, 2018.

Current duties include:

- Responsible for daily practice operations.
- Managing all clerical, clinical, and provider staff which includes hiring, orienting, evaluating, scheduling, and performing disciplinary action when needed.
- Ensuring the Doorway of Greater Nashua's compliance with the standards of the State Opioid Response Contract.
- Ensuring practice's comply with substance use disorder confidentiality regulations of 42 CFR Part 2, and HIPPA as applicable.
- Promoting a high level of customer service to ensure patient satisfaction.
- Preparing and maintaining practice budgets.
- Collaborating with the Doorway Director and community partners to build relationships, and ensuring patients receive needed services.
- Participating in regular meetings with representatives from the Doorways and the DHHS.
- Preparing monthly/quarterly reports and weekly surveys for the DHHS. This includes detailed recordkeeping of financial reports, invoices, and receipts.
- Collaborating with legal and community partners to prepare MOU'S.
- Processing and managing provider reimbursement of CME, cell phone, and patient transportation requests.
- Working with staff members to ensure accuracy of demographic and insurance information to minimize claim issues, which includes assisting patients with presumptive eligibility.

SITE MANAGER April, 2014 to February, 2017 Foundation Medical Partners, Nashua, NH

Reporting to the Associate Vice-President of Operations, responsibilities included managing all operational activities of Pepperell Family Practice's Primary Care, and Immediate Care Walk-In Care programs.

Judith A. Graham Page 2

Duties included:

- Acted as the Administrator of Pepperell Family Practice a licensed clinic under the Massachusetts Department of Public Health.
- Managed all clerical, clinical, and provider staff which included hiring, orienting, evaluating, scheduling, reviewing, and performing disciplinary action when needed.
- Promoted a high level of customer service to ensure patient satisfaction.
- Prepared and maintained practice budgets.
- Ensured all staff and providers followed HIPAA compliance guidelines.
- Collaborated with both the Risk Management and Quality Departments at Southern New Hampshire Health to form a Patient Care Assessment Committee which included preparing reports for the Mass Board of Registration in Medicine.
- Worked with the Administration of Foundation Medical Partners on project management, policy development, and growth opportunities.
- Performed community outreach by working with the Pepperell Business Association, and participated in events to promote the practice.

PRACTICE MANAGER November, 2008- April, 2014
Foundation Medical Partners, Nashua, NH

Reporting to the Associate Vice-President of Operations, responsibilities included managing all operational activities of Immediate Care of Southern New Hampshire Walk-in programs, and Foundation Health Services, the Student Health Center at Daniel Webster College.

Duties included:

- Acted as the Administrator of Immediate Care of Southern New Hampshire's Nashua, Hudson, and South Nashua facilities. Responsibilities included ensuring compliance with all New Hampshire Department of Health and Human Service's guidelines for walk-in licensure.
- Worked with the Administration of Foundation Medical Partners to expand the growth of the Immediate Care Walk-in program into Merrimack and Pelham, New Hampshire.
- Managed all clerical, clinical, and provider staff which includes hiring, orienting, evaluating, scheduling, and performing disciplinary action when needed.
- Promoted a high level of customer service to ensure patient satisfaction.
- Prepared and maintained practice budgets.
- Ensured all staff and providers followed HIPAA compliance guidelines.
- Audited, prepared, and submitted all practice billings which included working with the Central Business Office on patient billing issues.
- Developed administrative and clinical practice protocols.
- Ensured all Quality Assurance protocols and procedures were followed by departmental staff.
- Acted on the Safety Committee of Daniel Webster College.

Education BACHELOR OF SCIENCE DEGREE - Management- 1984,
University of Massachusetts, North Dartmouth, MA

References Available upon request

KRISTIN MAKARA, MSW, LICSW, MLADC

EDUCATION

University of New Hampshire, Durham, New Hampshire

MSW Expected May 9th, 2015

Courses include: Human Behavior and the Social Environment I, II, & III; Practice in Groups, Individual, & Advanced Generalist; Race, Culture and Oppression; Social Welfare Policy I & II; Social Work and the Law; Field Internship I & II; Program and Practice Evaluation; and Assessment of Addiction

University of New Hampshire, Manchester, New Hampshire

BA, Psychology, May 2013

Applicable courses: Theories of Personality, Abnormal Behavior, Behavior Analysis, Research Methods in Psychology, Sensation and Perception, Introduction to Language and Social Interaction, Cross-cultural Communications, Non-Psychotic Adult Development

University of Phoenix

Fall 2008 - Spring 2011

Successfully completed introductory classes in psychology, as well as several group projects in communications with classmates online.

EMPLOYMENT

Director: Doorway of Greater Nashua, Foundation Medical Partners

May 2020 – Present

- Complete Level of Care Assessments utilizing ASAM criteria and psychosocial assessments for individuals seeking substance use treatment
- Provide support and crisis intervention to those struggling with SUD
- Oversee clinical work and audit charts of all Doorway patients
- Compile SOR Grant data requirements and submit to DHHS
- Establish working relationships with community partners for improved patient care on the continuum of needs

Private Practice Clinician – Self Employed

Mindful Solutions Counseling and Consulting, LLC

October 2017-Present

Independent clinician working with individual clients including children, adolescents, adults; as well as family and couples.

Clinician

MLADC/Clinician: Center for Recovery Management, Foundation Medical Partners

September 2019 – May 2020

- Completed evaluation and screening for medication treatment

- Completed psychosocial assessment
- Care planning and coordination with multi-disciplinary team within the Center and with community providers
- Individual and family therapy

Family Centered Counseling of New England

July 2015-June 2017

Provided outpatient therapy to clients encompassing a wide range of issues, utilizing evidence-based practice tailored to individual and family needs.

Social Worker: Southern New Hampshire Medical Center-Behavioral Health Unit

June 2015-September 2019

Acute Inpatient Behavioral Health Unit

- Completed psychosocial assessments
- Assessed support needs upon discharge. Contacted outpatient providers and family supports to gather collateral information to assist with treatment planning
- Facilitated coping skills group educating Mindfulness techniques
- Facilitated family meetings
- Complete insurance pre-certification for admission, and concurrent utilization clinical reviews
- Gathered collateral information from appropriate resources
- Collaborated with medical providers of the unit team to provide best informed practice

Social Work Intern: Southern New Hampshire Medical Center-Behavioral Health Unit

Field Placement, September 2014-May 2015

Same duties and experience as previous afore-mentioned position.

Social Work Intern: Villa Crest Nursing and Retirement Home, Manchester, New Hampshire

Field Placement, September 2013 - May 2014

Rehabilitation, Long-term Nursing Care, & Assisted Living

- Assisted rehabilitation patients with discharge planning by referring to appropriate community resources
- Successfully assisted long-term residents with social concerns or issues such as: required changes from Medicare to Medicaid
- Completed initial and quarterly, mood and memory assessments and utilized them to improve or adjust current circumstances
- Worked with residents on end-of-life care, including palliative planning and durable power of attorney
- Worked collaboratively with medical professionals to ensure that all residents' needs are being met on all levels of care.

Psychology Intern: YWCA, Manchester, New Hampshire

Undergraduate Placement, September 2012-December 2012

Domestic Violence Advocate

- Successfully completed 130 hours assisting domestic violence victims in office, emergency rooms, and at courthouses
- Assisted in assessing needed referrals to community resources for individual needs
- Sympathetic listening skills in extremely sensitive crisis situations
- Incorporated interpersonal skills when communicating with other professionals in a variety of settings, including doctors, nurses, and other health and legal professionals
- Practiced and advocated for human rights regardless of race, culture, gender, and ethnicity

Independent Study: Pathways at Elliot, Manchester, New Hampshire

Undergraduate Study, January 2013-April 2013

Inpatient Behavioral Health Unit

- Acquired hands-on experience in an inpatient psychiatric unit
- Completing study on treatment options available to patients, and elaborated on which programs work best for specific mental and behavioral health disorders.

STATE OF NH LICENSES

LICSW – September 2017

MLADC – October 2018

AFFILIATIONS

National Association of Social Workers

UNH Graduate Students of Social Work

NHADADCA Member

NADAAC Member

INTERESTS

Hiking, reading, swimming, camping, cooking

PAUL L. TRAINOR



Education: Bentley College, Waltham, MA
BS Degree – Accounting

New England College, Henniker, NH
Masters in Management – Healthcare Administration

Experience: Southern NH Health System, Nashua, NH
Senior Vice President/Chief Financial Officer, July 2016 – Present

- Effectively plans, monitors and controls the financial resources of SNHHS
- Develops budgets approved by the Board, reports out quarterly to the Board, and achieves financial targets
- Provides leadership in strategic cost transformation to ensure long-term sustainability
- Provides leadership in revenue strategies that include both SNHHS and SolutionHealth
- Ensures compliance with state and federal laws as well as accounting principles

Southern NH Medical Center, Nashua, NH
Controller, August 2007 – June 2016

- Provide leadership role on behalf of Finance to help meet organization's financial goals
- Prepare financial reporting package and presentation for CFO and Finance Committee
- Manage Finance, Accounting, Accounts Payable and Payroll Departments
- Preparation of the annual operating and capital budgets
- Oversee all external financial reporting, audits and taxes
- Ensure adequacy of organization's reserves
- Establish accounting policies and procedures

Catholic Medical Center, Manchester, NH
Director of Accounting, April 2002 – August 2007

- Prepare financial reporting package and presentation for CFO and Finance Committee
- Ensure financials are prepared in accordance to Generally Accepted Accounting Principles
- Manage Accounting Supervisor, Senior Accountants, Financial Analyst, and Accounts Payable
- Responsible for all external financial reporting (990, Bondholder filings, rating agencies)
- Manage dashboard reporting to directors and senior management
- Preparation of the annual operating and capital budgets
- Analyze adequacy of organization's reserves
- Establish accounting policies and procedures

Anthem BCBS, Manchester, NH
Senior Reimbursement Analyst, May 2001 – April 2002

- Model proposed reimbursement terms for provider contracting
- Met with providers to negotiate new terms for reimbursement
- Model contract terms for forecasting
- Various data mining projects

Catholic Medical Center, Manchester, NH
Accounting Manager, November 1998 – May 2001
Senior Accountant, April 1997 – November 1998
Financial Analyst, May 1994 – April 1997

- Responsible for month-end close and the preparation of Financial Reporting Package for the health system

- Manage staff of 9, which include GL, Fixed Assets, Accounts Payable, Physician Practice and Cashier Staff
- Responsible for the coordination of the year-end audit and workpaper preparation
- Responsible for the preparation of the 990 tax return
- Analyze investment returns and coordinate the changing of investment managers
- Prepare analysis for the reserve for Bad Debt and Charity Care
- Prepare rollforward of unrestricted, temporarily and permanently restricted fund balances
- Prepare price and volume variance analysis

Hesser College, Inc., Manchester, NH

Staff Accountant, January 1992 – May 1994

- Analyze, record and report all federal financial aid funding
- Contract with outside agencies for non-federal financial aid
- Responsible for all payroll and human resource functions
- Assist auditors on year-end closing

Accounts Payable Clerk, October 1991 – January 1992

Technical: Excel, Access, SQL, Powerpoint, Word, Business Objects/Crystal, Monarch, Oracle, Siemens, Infor

References: Available upon request

SUSAN P. DIEHL

PROFESSIONAL OVERVIEW

Healthcare administrator with over 20 years of diverse experience including executive-level management, organizational development, strategic planning, physician group management and operations, revenue cycle management, managed care contracting and payor relations. An innovative thinker capable of effectively leveraging best business practices to gain competitive advantage and foster organizational learning. Served as a Captain in the United States Army Medical Service Corps., managing doctors, medics, and negotiating the Army's healthcare contract with Tricare. A leader and team player that can deliver results.

PROFESSIONAL EXPERIENCE

Foundation Medical Partners, Nashua, NH August 2014 – Present
Associate Vice President of Operations, Medical Specialties and Behavioral Health

- Responsible for strategic development and resource allocation across the medical specialty divisions and outpatient behavioral health units within the health system (total of 20 practices and over 100 providers)
- Developed the budgets for all medical specialty and outpatient behavioral practices with annual gross charges more than \$50 million dollars
- Led a team of a dozen Practice Managers that ensured day-to-day operations in the practices ran smoothly by analyzing together Key Performance Indicators (KPIs) and dashboards
- Participated in senior leadership team and organization governance body (Board of Governors)

ECI Healthcare Partners, Traverse City, MI April 1998 - May 2014 (16 years; last 8 remote from NH)
Vice President of Managed Care and Payor Relations September 2013 – May 2014

- Developed corporate contracting strategy
- Led strategic planning team comprised of Vice Presidents of Practice Operations, Regional Physician Directors, and other members of the Executive team in setting contracting priorities for over 50 provider groups in more than 100 locations in 23 states
- Conducted managed care negotiations on a partnership, state, regional, and national level improving annual provider reimbursement by \$60 million dollars,
- Spearheaded effort to launch companywide managed care database
- Worked closely with the Director of Accounts Receivable to monitor the revenue cycle including payor reimbursement, denials, variances, and enrollment issues

SymMetric Revenue Solutions Inc. (an ECI Healthcare Partners Co.; formerly Apollo Information Svcs.), Ft. Myers, FL
Executive Director of Business Operations January 2009 – August 2013

- Responsible for the financial and operational success of provider groups in New York, Ohio, and Delaware with assets of approximately \$55 million dollars
- Led managed care contracting team with an average of 150 open agreements under review at any one time
- Managed four Directors of Business Operations with territories spanning across the country
- Worked with team to create dashboard of key performance indicators for all sites

Susan P. Diehl

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- Led start-up and regular meetings with hospital administration (CEO, COO, CFO, Nurse Manager) and internal leadership to set up new clients and maintain successful operations
- Developed managed care modeling tool to determine financial impact of signing managed care contracts
- Worked with over 20 hospital IT departments to ensure a smooth transition to the Electronic Medical Record (EMR)
- Developed and taught the Managed Care Negotiation Program for the department staff
- As part of team effort reduced Average Days Outstanding (ADO) by 16 days
- Performed an analysis on the collection agency data for each client
- Collaborated with Health Information and IT to complete a demographic download analysis for each site
- Assisted in planning and training during companywide reorganization and rebranding efforts
- Represented company in sales and marketing capacity at national conferences

Emergency Consultants Inc. (an ECI Healthcare Partners Company), Traverse City, MI
Director of Practice Management

April 1998 – December 2009

- Responsible for the financial and operational success of provider groups in multi-states with assets over \$100 million
- Hired, trained and managed four Practice Managers with territories spanning across the country
- Created payor report cards to evaluate the quality of managed care contracts
- Assisted with the development of a managed care module in the billing company's software system which allowed for data collection and analysis
- Designed and implemented a Point of Service (POS) collection program to increase revenue
- Instrumental in launching the company's own billing organization, Apollo Information Services, Inc.
- Successfully appealed 100% of the claim denials due to provider enrollment issues
- Converted physician groups from Professional Corporations (PCs) to Limited Liability Partnerships (LLPs)
- Managed on-site hospital staff at each service location to assist in the collection of charts for the billing company

United States Army, Medical Service Corps. Captain
Plans, Training, Mobilization, Operations Officer, Fort Monmouth, NJ

June 1996 – October 1997

- Conducted medical education and training for the soldiers on base
- Ran the medical mobilization site at Fort Dix, NJ for soldiers deploying for combat and other humanitarian missions
- Assisted in negotiating the Army's contract with Tricare, in particular the emergency preparedness provisions

United States Army, Medical Service Corps. 1st Lieutenant
Division Medical Operations Center Officer, Fort Carson, CO

May 1995 – May 1996

- Ensured the division's medical readiness by monitoring each soldier's health and dental wellness
- Organized and ran the Expert Field Medical Badge competition
- Orchestrated a base wide bone marrow drive for the Dept. of the Army
- Led a special project serving underprivileged inner city Denver youth at a camp facility on base

United States Army, Medical Service Corps. 2nd Lieutenant
Ambulance and Treatment Platoon Leader, Charlie Co, 4th Forward Support Battalion

May 1993 - April 1995

- Managed a fleet of 12 wheeled and track ambulances, 28 medics, one doctor, one dentist and two physician assistants in garrison and field environments
- Responsible for the training of the platoon
- Ran the "sick call" first aid station

Susan P. Diehl

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EDUCATION

Duke University, Durham, North Carolina
Bachelor of Science in Public Policy

August 1989 – May 1993

University of Glasgow, Glasgow, Scotland
Fall Semester Senior Year Study Abroad Program in Public Policy

AWARDS and DISTINCTIONS

- Four Year ROTC scholarship recipient 1989
- Expert Field Medical Badge recipient , Fort Carson, CO 1993
- Parachutist Badge recipient, Airborne School, Fort Benning, GA 1993
- Selected for 3 month internship at the Pentagon in the Office of Programming and Budgeting – served as the office Congressional Liaison for the Defense Finance Committee hearings on Capitol Hill May – August 1991
- Volunteered at Duke Hospital Pediatric Ward during college

Personal and Professional references furnished upon request

Scott A. Wolf D.O., MPH, FACP

Physician Executive, Healthcare and Hospital Organizations

Strategic Growth • Financial, Operational and Quality Improvements • Stakeholder Management

Dynamic and highly-accomplished senior executive with 25+ years of achievements leading strategic growth and service delivery initiatives in President, CEO, CMO, COO and earlier medical director and practitioner roles.

- **Created and implemented effective hospital growth and patient care strategies, leveraging broad and deep healthcare industry expertise** developed in leadership and medical director roles at hospitals, Fortune 100 pharmaceutical and insurance companies. Participated in and facilitated senior-level strategic decision-making in healthcare delivery systems, specifically Medicaid, managed care, and community-based public health initiatives.
- **Managed organizations to financial and operational performance targets, leading organic growth and M&A initiatives.** Grew hospital revenue 54%, to \$500M, and built network, from 30 to 300 physicians, over five years.
- **Evolved total health management and drove new service delivery successes** in high-risk areas, including behavioral health, addiction and recovery services. Staffed senior level and physician roles, acquired and integrated physician networks, Clinically Integrated Networks (CINs) and Accountable Care Organizations (ACOs).
- **Led delivery of innovative, high-quality care and patient experience excellence with new models of care.** Received inaugural Accountable Care Compass Award from Massachusetts Hospital Association for provider excellence and innovation in the delivery of high-quality, safe and efficient care.
- **Collaborated effectively with boards of directors, C-suite leaders, physicians and external stakeholders.** Held local, state, regional and national roles, partnering with and reporting to C-suite leaders and boards of directors, managing and building physician networks. Managed external relationships with communities, government organizations and healthcare ecosystem participants.

PROFESSIONAL EXPERIENCE

LEE MEMORIAL HOSPITAL/LEE HEALTH SYSTEM, Ft. Myers FL 2017 – present
\$350M revenue, 1500 FTE's. Lee Health – 5 hospitals, 1.8B revenue. 15,000 employees

Vice-President of Operations/Chief Physician Executive - (2017-present)

Responsible for the oversight of all hospital operations in collaboration with the VP of Patient Care Services as an innovative Dyad partnership. Jointly responsible for the overall quality and pt safety, operational efficiency and financial performance of the organization. Supports a culture of performance, quality, service, accountability, and transparency for clinicians and all staff across the institution. Reporting up to senior leadership of Lee Health, serve on the leadership council to support system wide intergration in regards to strategic planning, operational efficiency, and high reliability performance across the organization.

- Provide strategic direction and execution of day to day operations regarding clinical, operational, quality and financial performance with proven success in all domains.
- Established a cadence of daily safety huddles, weekly leadership rounds, and monthly business reviews with each department, to facilitate the cascade of strategic imperitives from senior leadership to the point of care across all four strategic pillars
- Improved performance in quality and patient safety, achieved CMS 3 star rating and Leapfrog A in most recent survey. Met or exceeded financial targets for operating margin and EBIDTA year over year.
- Facilitated the design and implementation of a Complex Care Center, a hybrid inpatient-outppatint practice to bridge the gap to primary care for the most complex medical patients.
- Developed a hub and spoke model of care to improve operational efficiency in patient flow and throughput resulting in decreased LOS, improved O/E ratio and improved patient and employee experience

MERCY MEDICAL CENTER/SISTERS OF PROVIDENCE HEALTH SYSTEM (SPHS), Springfield, MA 2010-2017
\$500M revenue, 4,000 FTEs in 2016. Member of Trinity Health – ~93 hospitals, 21 states, \$15.8B revenue.

President (2016-2017)

Promoted to lead one of four hospitals through integration with Trinity Health-New England (THNE) in a newly formed regional structure. Reported to SPHS Board of Directors, THNE Regional President/CEO, and in parallel, to Trinity corporate CMO. Led 12 direct reports - CMO, CFO, COOs, VPs, and 4,000 employees. Developed and executed

MERCY MEDICAL CENTER/SISTERS OF PROVIDENCE HEALTH SYSTEM - Continued

strategic plans, providing board administration and support, serving as medical staff liaison, leading community and public relations (including philanthropy and fundraising), overseeing compliance with local, state and federal law, delivering quality care and ensuring patient safety, while managing operational, financial and facilities improvements.

- Provided strategic direction, advising THNE Executive Leadership Council and hospital board of directors on clinical, operational, quality and financial integration opportunities.
- Drove key achievements, enabling the organization to realize its regional vision, mission and performance goals with aligned hospital strategy and execution.
 - Created a three-year strategic plan to enhance funding and profitability and to realize benefits of provider network acquisition, THNE regionalization and brand transition, after reaching growth and profitability for five years and taking revenue from \$325M to \$500M.
 - Expanded physician network tenfold over five years, from 30 to 300 providers, via recruitment and practice acquisitions, including a 130-provider network acquisition in 2016.
 - Communicated and socialized new Trinity Health-New England brand with internal and external stakeholders.
 - Led service line growth, including vascular surgery (+14%), thoracic surgery (+10%), plastic surgery (+10%) bariatric surgery (+35%), endovascular surgery and cath lab (+22%, projected to increase +73% in 2017).
- Transformed clinical operations with a new model of care and quality department restructuring, achieving positive quality, patient experience and financial outcomes, along with improved employee engagement.
- Invested strategically in facilities growth, establishing a new partnership. Opened the Sr. Caritas Cancer Center with 37 infusion chairs and state-of-the-art facility. Negotiated an affiliation "light" agreement with Yale Smilow Cancer Center to engage in clinical trials, genetic counseling and profiling, and second opinion clinics.
- Advocated strongly for population healthcare leading community, government and healthcare relationships. Delivered charitable care of \$22M annually and provided \$4M in philanthropic funding. Chaired and participated in community events, served on local boards of directors, and led forums focused on community health and wellness.

Senior Vice President Medical Affairs / Chief Medical Officer / Chief Operating Officer, SPHS (2013-2016)

Guided growth and led medical operations and service line development, as well as quality, patient safety, medical staff credentialing and evaluation, and physician practice operations. Direct reports included all ancillary and clinical service line leaders and the Director, Quality and Patient Safety. Reported to the medical center and hospital President, and participated in Catholic Health East (CHE) Trinity Health activities including Steering Committees, Task Forces, and Councils.

- Identified and developed growth strategies - strategic partners, networks, mergers, acquisitions, and linkages to achieve critical mass - to create a full continuum of care for SPHS and improve communities' health.
 - Provided clinical leadership and strategic guidance in the design and development of a CIN to provide comprehensive clinical services across the continuum and achieve the triple aim of cost, quality, and patient experience improvement. Served as Medical Director, ACONe (MSSP ACP).
 - Created a new primary care practice entity in five locations serving a patient population of approximately 60,000, acquiring a multi-specialty physician practice consisting of 19 primary care physicians, four subspecialty physicians, 10 mid-level providers and 135 employees.
- Partnered with management team for financial goal achievements, leading key initiatives and analyses for informed decision making related to cost reduction, revenue growth, utilization and quality improvement initiatives.
 - Led key clinical transformation initiatives, including care logistics and a complete model of care transformation throughout the organization.
 - Reduced LOS (4.8-3.7), increased CMI (1.38-1.50), LWT (<2%), O/E (<1), reduced hospital readmissions and improved overall throughput throughout the organization.
- Provided clinical and operational leadership to Providence Behavioral Health, a 126-bed facility providing comprehensive services in geriatric, adult, child and adolescent, ART, and substance abuse. Recruited full complement of qualified physicians including CMO/Chief of Psychiatry, as well as CMO Addiction Services.
- Improved employee engagement with a variety of organization-wide initiatives - town hall meetings, frequent communications, executive rounding, and employee recognition. Survey results improved from the 4th percentile to 67% in two years. Recognized by Press Ganey as the most improved hospital nationwide.

MERCY MEDICAL CENTER/SISTERS OF PROVIDENCE HEALTH SYSTEM - Continued**Vice President Medical Affairs / Chief Medical Officer, SPS (2010-2013)**

Clinical liaison between the medical staff and senior leadership throughout the organization. Key member of the senior leadership team, leading strategy for clinical operations and service line development, quality, risk and patient safety, medical staff credentialing and evaluation for a 200-bed acute care facility, 26-bed rehabilitation hospital, 126-bed behavioral health hospital, a six facility, continuing care network, as well as home care, hospice, laboratory, and a family life woman's center. Provided oversight and leadership of the medical staff clinical directors, including the Mercy Medical Center hospitalist physician practice, one of the oldest and most established programs in the country.

- Developed and executed strategies to support organization growth, expanding practices and service delivery.
 - Provided clinical and strategic guidance for successful negotiation of a 12-physician cardiology practice acquisition and eight medical oncologists, ensuring the growth and development of comprehensive cardiac and cancer care centers of excellence.
 - Expanded services in wound care and hyperbaric oxygen therapy, medical oncology, endovascular surgery, pre/post-transplant services, and primary care.
 - Recruited specialty physicians in key clinical areas including minimally invasive thoracic surgery, orthopedic surgery, child and adolescent psychiatry, neurology, and hospitalist medicine.
- Transformed operations, driving local and regional strategic partnerships, an acquisition and ACO model, and provided leadership in operational efficiency improvements.
 - Negotiated local and regional partnerships to enhance tertiary services' delivery on campus.
 - Provided clinical and strategic guidance for the development of an ACO.
 - Increased patient throughput with improvements including operating room productivity, readmission reduction, and care transition.
 - Implemented multidisciplinary team rounding initiative to reduce LOS and streamline transition of care process to ensure the delivery of care in the most appropriate setting.
- Accelerated operational efficiencies and excellence, providing clinical leadership to Mercy Inpatient Medical Services group, recruiting new Medical Director, and creating Division of Hospitalist Medicine to ensure consistency and best practices amongst all hospitalist groups. Established metrics against national benchmarks to monitor and improve LOS, readmission rates, core measures, and patient satisfaction.
- Consistently achieved top performance results when benchmarked against CHE regional facilities and CMS Hospital Compare.
- Restructured quality and risk management team to support organization's pay-for-performance initiatives and to improve patient experience in preparation for value-based purchasing requirements under CMS.

AETNA, Hartford, CT**2008-2010**

NYSE: AET. Fortune 100 selling traditional and consumer directed healthcare insurance and related services plans.

Senior Medical Director, Northeast Patient Management (2010)

Led strategic medical management activities to help drive market performance and promote quality of care for members. Reported to regional management, leading a team of 12 Medical Directors. Directed the development and delivery of medical programs/policies, medical cost and ROI analyses, enhancing relationships with providers and facilities, plan sponsors and regulatory agencies. Oversaw activities of all medical directors and partnered in network development, product design, strategic planning and sales support.

- Led strategic collaborations including one with Aetna Northeast (NE) region, Pfizer (including Pfizer Health Solutions) and Qualidigm, implementing a regional obesity reduction campaign as a national platform for community wellness, and an initiative with GSK to improve childhood immunization compliance in New Jersey.

Medical Director, Northeast Patient Management (2008-2010)

Participated in local and regional strategic medical management and provided clinical expertise and business direction on medical management programs. Key contact for external providers, plan sponsors, and regulatory agencies.

- Created an economic savings model to support investment in a large multi-specialty practice EMR initiative and evaluate the value of network connectivity.
- Coordinated the evaluation and implementation of an e-Prescribing initiative and the analysis of market expansion throughout New England.

AETNA - Continued

- Jointly designed and implemented a statewide interoperable HIE inclusive of hospital systems, physician groups and payer community.

PFIZER HEALTH SOLUTIONS, New York, NY**2004-2008**

Wholly owned subsidiary of Pfizer Inc., considered a "Center of Excellence" to influence the broad healthcare market and improve the health and wellness of patients and their communities.

Medical Director, State Initiatives

Provided clinical support and stakeholder management consulting on the design, development, implementation and evaluation of disease management initiatives, nationally and internationally. Managed public relations activities, quality and outcomes, and clinical information technology.

- Achieved improved health scores among 190,000+ Medicaid beneficiaries based on behavioral, clinical and utilization metrics, while generating \$139M in savings and investments for Florida: A Healthy State program.
- Celebrated behavioral, clinical, and utilization outcomes across seven disease states, while demonstrating meaningful reductions in ER and in-patient hospitalizations, with parallel increase in outpatient primary care visits.
- Designed and successfully implemented a state-wide, community-based public health initiative "Balance It Out Arkansas", targeting overweight children in the context of families with chronic illness.

HARTFORD HOSPITAL, Hartford, CT**1996-2004**

~850-bed hospital complex in New England region. Ambulatory Medicine practice provides comprehensive primary care to 15,000+ beneficiaries and is the premier teaching site for ambulatory medicine education.

Director, Clinical Operations, Ambulatory Medicine (1996-2004)

- Directed clinical operations of four adult primary care practices, managing 40 FTEs and providing primary health care to a predominantly inner-city Hispanic community.
- Created a strategic plan resulting in the implementation of a primary care model for healthcare delivery with outcomes demonstrating improved patient care, increased practice efficiency and improved patient satisfaction.
- Developed and implemented a business plan, opening two off-site primary care practices with emphasis on managed care strategy, operational and financial objectives, improved patient outcomes and continuous quality improvement.
- Implemented two large scale comprehensive disease management programs in asthma and diabetes yielding significant clinical, behavioral and utilization outcomes with high levels of patient and provider satisfaction.

Medical Director, Asthma Control & Education, A.C.E. (1996-2004)

Led development of a comprehensive disease management program focused on high-risk, inner-city patients with asthma, enrolled over 1,000 patients.

Additional roles:

- **President, Northeast Osteopathic Postdoctoral Training Institutions (OPTIs) (2004-2006)**
- **Associate Program Director, Internal Medicine Residency Program (2000-2004)**
- **Director, Osteopathic Internship (1999-2005)**
- **Director, Ambulatory Medical Education (1996-1998)**

BOARD SERVICE and EXECUTIVE COMMITTEES

- **Board Member, Springfield College, Springfield, MA, 2016-Present**
- **Board Member, Springfield Economic Development Council, Springfield, MA, 2016-2018**
- **Board Member, Hope Clubhouse, Ft Myers, Florida – 2017- present**
- Earlier board roles included:
 - **Board Director, Connecticut Center for Primary Care, 2009-2011**
 - **Board Director, National Asthma Educator Certification Board, 2000-2004**
 - **Advisory Board Member, Primary Care Council, Blue Cross/Blue Shield of CT, 1999-2004**

- Trinity Health Inc. Committees: CFO/CMO/COO, Physician Network Organization, Physician Executive, All Regions Operations, Clinical Leadership, Ambulatory Care Redesign, Physician Network Steering Committee Co-Chair.
- Lee Health Committees – Readmission Task Force, Population Health, Physician Executive Council, Care Management Redesign, Behavioral Health Network Development, Acute Care Leadership Council,

EDUCATION AND TRAINING

- **Master of Public Health**, University of Connecticut, Farmington, CT, 2000. Population Healthcare and Disease Management, Application in Medicaid Populations.
- **Doctor of Osteopathy**, New York College of Osteopathic Medicine, Old Westbury, NY, 1991.
- **B.S. Biology (Honors)**, and **B.S. Psychology (Honors)**, Union College, Schenectady, NY, 1987.
- **Chief Medical Resident**, Hartford Hospital, Hartford, CT, 1995-1996.
- **Internal Medicine Residency**, University of CT, Farmington, CT, 1992-1995.
- **Rotating Internship**, Coney Island Hospital, Brooklyn, NY, 1991-1992.

LICENSURE / CERTIFICATION

- Diplomate, National Board of Internal Medicine, 1995, 2005.
- State of Connecticut Department of Health Services #000365
- University of the State of New York #189553-1
- Commonwealth of Massachusetts # 243806
- Florida – OS 14891

ADDITIONAL QUALIFICATIONS

- Recipient of multiple medical education, teaching, quality and service awards throughout career.
- Multiple Medical Director, Director, and Assistant Director Faculty positions at Hartford Hospital, 1996-2004.
- Held multiple professional memberships and committees roles for national associations, educational programs, councils, and medical societies, 1996-Present.
- Produced and delivered research, publications/abstracts and presentations, 1995-2012.

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Scott Wolf, DO	President		0	0
Paul Trainor	CFO		0	0
John Friberg, Esq.	Chief Legal Officer, General Counsel		0	0
Sue Diehl	AVP of Behavioral Health		0	0
Kristin Makara	Director, Doorway Greater Nashua	\$99,985	100%	\$99,985
Judy Graham	Practice Manager, Doorway of Greater Nashua	\$87,672	50%	\$43,836

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

Lori A. Shibanette
Commissioner

Katja S. Fox
Director

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

February 28, 2020

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$3,519,330 for the provision of Doorway services for access to substance use disorder treatment and recovery support services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 29, 2020. 100% Federal.

Vendor Name	Vendor Code	Area Served	Contract Amount
Catholic Medical Center	VC# 177240	Greater Manchester	\$1,948,342
Southern New Hampshire Health System, Inc.	TBD	Greater Nashua	\$1,570,988
		Total	\$3,519,330

2. Further, authorize an advance payment in an amount not to exceed \$568,370 in the aggregate for both vendors for startup costs, hiring staff, and readiness activities effective upon Governor and Council approval.

Funds are available in the following account(s) for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

Catholic Medical Center			
State Fiscal Year	Class Title	Class Amount	Current Budget
2020	Contracts for Prog Svs	102-500731	\$1,223,728
2021	Contracts for Prog Svs	102-500731	\$724,614
		Subtotal	\$1,948,342

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Southern New Hampshire Health System, Inc.			
State Fiscal Year	Class Title	Class Amount	Current Budget
2020	Contracts for Prog Svs	102-500731	\$1,048,716
2021	Contracts for Prog Svs	102-500731	\$522,272
		Subtotal	\$1,570,988
		Grand Total	\$3,519,330

EXPLANATION

This request is **Sole Source** because the Department has implemented the Doorway system for substance use services across the State with hospital systems to provide services to individuals struggling with substance use disorders. Based on a review of the non-hospital based Vendor currently operating the Doorways in the Greater Manchester and Greater Nashua regions, the Department has determined that these two (2) Vendors have the capability and are well poised and positioned to take over the programs in the Greater Manchester and Greater Nashua regions from the current Vendor. These new Vendors will work with the current Vendor for a period of 90 days to transition the program while maintaining services in the two cities. The new Vendors will begin offering services within 60 days of contract approval. The current Vendor will serve the two regions during that time period and have 30 days thereafter to complete the full transition.

Approximately 1,500 individuals in the Greater Manchester and Greater Nashua regions are expected to be served May 10, 2020 through September 29, 2020.

The Doorway program was launched in January 2019 as part of the federal State Opioid Response (SOR) grant, which also funds services including but not limited to Medication Assisted Treatment, recovery housing, peer recovery support, mobile crisis and employment. The SOR funding also serves specialty populations, including caregivers with opioid use disorder, pregnant women and individuals transitioning from correctional facilities to community based settings. These contracts will allow the Doorways to continue ensuring that every resident in New Hampshire has access to in-person substance use disorder treatment and recovery services. Services include assessments and evaluations for substance use disorder care coordination, and referrals to community partners for needed services and supports. The Doorways also distribute naloxone to individuals and service providers in their regions.

In 2019, the Doorway program served close to 8,400 individuals and in January 2020 alone, over 1,000 individuals were served. The Doorways continue to increase and standardize services for individuals with opioid use disorder; strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid-related deaths in New Hampshire; and promote engagement in the recovery process. With these contracts, all nine regional Doorways will be aligned with hospital systems.

The Department will work closely with these Contractors as they prepare to assume the delivery of Doorway services in the Greater Manchester and Greater Nashua regions, as well as provide for the transition of current clients from Granite Pathways to Catholic Medical Center and Southern New Hampshire Health Systems, Inc. This will include a kick-off meeting, weekly check-ins and monthly onsite visits.

The Department will monitor the effectiveness and the delivery of services required under these agreements using the following performance measures:

- Monthly de-identified, aggregate data reports;
- Weekly and biweekly Doorway program calls;
- Monthly Community of Practice meetings; and
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

As referenced Exhibit A, Revisions to Standard Contract Provisions of the attached contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals seeking help for opioid use disorder in the Greater Nashua and Greater Manchester regions may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. CFDA # 93.788, FAIN #H79TI081685 and FAIN #TI080246.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2019-BDAS-05-ACCES-10)

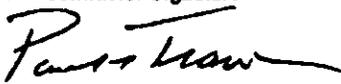
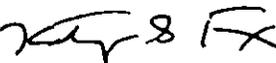
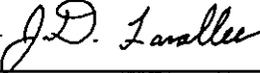
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Health System, Inc.		1.4 Contractor Address 8 Prospect Street PO Box 2014 Nashua, NH 03060	
1.5 Contractor Phone Number 603.281.9809	1.6 Account Number 05-095-092-920510-70400000-102-500731	1.7 Completion Date 9/29/2020	1.8 Price Limitation \$1,570,988
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature  Date: 3/2/2020		1.12 Name and Title of Contractor Signatory Paul L. Tramor, CFO	
1.13 State Agency Signature  Date: 3/2/20		1.14 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/2/2020			
1.17 Approval by the Governor and Executive Council (if applicable) Q&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 3/2/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials PK
Date 3/2/2020

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 omission of the

Contractor Initials plk
Date 3/2/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials ptt
Date 3/2/2020

New Hampshire Department of Health and Human Services
Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

Section 1 – Revisions to Form P-37, General Provisions

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 two (2) 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.
3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future 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.
- 1.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

2. Statement of Work

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder (from herein referred to as the "Doorway") for substance use disorder treatment and recovery support service access.
- 2.2. The Contractor shall provide individuals in the Greater Nashua Region with access to referrals to substance use disorder treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities directed by the Department for implementation of Doorway services.
- 2.4. The Contractor shall have the Doorway operational no later than 60 calendar days from the contract effective date.
- 2.5. The Contractor shall work with the Department's current Doorway Contractor for the region identified in Section 2.2 above and the Department to transfer operations as soon as possible, but no later than the operational date identified in Section 2.4 above.
- 2.6. For the transfer of operations, the Contractor shall:
 - 2.6.1. Cooperate fully, during the transfer period in Section 2.5, with the Department and Department's current Doorway Contractor in the transition of services including, but not limited to, assisting with obtaining authorization and appropriate consent from clients and transferring treatment records as authorized and/or required by law.
 - 2.6.2. Work directly with the Department's current Doorway Contractor to ensure no lapse in services occur.

pk

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



- 2.6.3. Use the Department's current Doorway Contractor as a resource to ensure an adequate transition of services.
- 2.6.4. Provide a transition plan to the Department within fifteen (15) business days of the contract effective date that includes but is not limited to:
 - 2.6.4.1. Identify the present and future needs of clients currently receiving services under the Department's current Doorway Contractor and establishes a process to meet those needs.
 - 2.6.4.2. Providing ongoing communication and revisions of the Transition Plan to the Department as requested.
 - 2.6.4.3. Providing a process for uninterrupted delivery of services, which shall include warm hand off of the clients from the current Doorway to this Contractor
 - 2.6.4.4. Establishing a method of notifying clients and other affected individuals about the transition and provide the Department with a copy of the communications to notify the clients.
 - 2.6.4.5. Receiving from the current Department's Doorway Contractor undistributed naloxone kits under the guidance of the Department.
- 2.7. The Contractor shall collaborate with the Department to assess the Contractor's level of readiness, capacity and resource needs required to provide and expand Doorway services in-house to include, but not be limited to:
 - 2.7.1. Medication assisted treatment induction at emergency rooms, in collaboration with community partners, and facilitated coordination with ongoing Doorway care coordination inclusive of the core principles of the Medication First Model.
 - 2.7.2. Outpatient and inpatient substance use disorder services, in accordance with ASAM.
 - 2.7.3. Coordinating overnight placement for Doorway clients engaged in Doorway services, outside of regular Doorway operating hours identified in Section 3.1.1 and 3.1.2.1, in need of a safe location while awaiting treatment placement the following business day.
 - 2.7.4. Expanding populations for Doorway core services.
- 2.8. The Contractor shall collaborate with the Department to identify gaps in financial and staffing resources required in Section 5 Staffing below, throughout the contract period.
- 2.9. The Contractor shall ensure formalized coordination with 2-1-1 NH and the Department's after hours Doorway Contractor This coordination shall include:

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



- 2.9.1. Establishing an MOU with 2-1-1 NH which defines the workflows to coordinate 2-1-1 NH calls and Doorway activities including the following workflow:
 - 2.9.1.1. Individuals seeking substance use disorder treatment services will call 2-1-1 NH;
 - 2.9.1.2. If an individual is seeking information only, 2-1-1 NH staff will provide that information;
 - 2.9.1.3. If an individual is in an SUD related crisis and wants to speak with a licensed counselor and/or is seeking assistance with accessing treatment services outside of regular Doorway operating hours identified in Section 3.1.1 and 3.1.2.1, 2-1-1 NH staff will transfer the caller to the Departments' after hours Contractor for on-call services
- 2.9.2. The Contractor shall establish an MOU with the Department's after hours Contractor for after hour services which shall include but not limited to:
 - 2.9.2.1. A process for ensuring that the client's preferred Doorway receives information on the outcomes and events of the call for continued follow-up
 - 2.9.2.2. A process for obtaining appropriate consent forms in order to enable the sharing of information about each client, in accordance with all applicable state and federal requirements.
- 2.9.3. The MOU with 2-1-1 NH shall include a process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.
- 2.10. The Contractor shall establish formalized agreements for coordination of services and case management services provided by Integrated Delivery Networks (IDNs) to reduce duplication of services and leverage existing integrated care projects in their region.
- 2.11. The Contractor, with the assistance of the Department, shall establish formalized agreements with:
 - 2.11.1. Medicaid Managed Care Organizations to coordinate case management efforts on behalf of the client.
 - 2.11.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.12. The Contractor shall be required to create policies for obtaining patient consent to disclose protected health information as required by state administrative rules and

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



federal and state laws for agreements reached with Managed Care Organizations and private insurance carriers as outlined in Section 2.11.

- 2.13. The Contractor shall develop a Department approved conflict of interest policy related to Doorway services and self-referrals to Doorway organization substance use disorder treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.14. The Contractor shall participate in community collaboration that includes but is not limited to attending:
 - 2.14.1. Monthly Community of Practice Meetings
 - 2.14.2. Monthly meetings led by the Department and attended by the other Department's Doorway Contractors
 - 2.14.3. Community and regional-based partner meetings that address substance use, mental health and housing matters.
- 2.15. The Contractor shall convene regional community partner meetings to provide information regarding the Doorway services. The Contractor shall:
 - 2.15.1. Ensure partners include, but are not limited to:
 - 2.15.1.1. City leaders.
 - 2.15.1.2. Providers.
 - 2.15.1.3. Other stakeholders affected by SUD.
 - 2.15.2. Ensure meeting agendas include, but are not limited to:
 - 2.15.2.1. Receiving input on successes, challenges and ways within which to improve transitions and process flows.
 - 2.15.3. Provide meeting minutes to partners and the Department no later than 10 days following each community partner meetings.

3. Scope of Work for Doorway Activities

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one location, at a minimum:
 - 3.1.1. Operating hours of 8 am to 5 pm Monday through Friday for thirty (30) days from the operational date in Section 2.4 above.
 - 3.1.2. Operating hours of 8 am to 5 pm Monday through Sunday, after the thirty (30) days in Section 3.1.1 above.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



- 3.1.2.1. Operating hours of 8 am to 11 pm Monday through Friday, and 8 am to 5 pm Saturday and Sunday, after the thirty (30) days in Section 3.1.2 above.
- 3.1.3. A physical location for clients to receive face-to-face services.
 - 3.1.3.1. The Contractor shall submit a request for Department approval to move to another physical location, at least thirty (30) days prior to the move.
- 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
- 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
- 3.1.6. Crisis intervention and stabilization that ensures any individual in an acute OUD related crisis who requires immediate, non-emergency intervention receives crisis intervention counseling services by a licensed clinician. If the individual is calling rather than physically presenting at the Doorway, this includes, but is not limited to:
 - 3.1.6.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.
 - 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluation including:
 - 3.1.7.1. Evaluation of all American Society of Addiction Medicine Criteria (ASAM, October 2013), domains.
 - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
 - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Section 3.1.7. The service plan shall include, but not be limited to:
 - 3.1.8.1. Determination of an initial ASAM level of care.
 - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
 - 3.1.8.2.1. Physical health needs
 - 3.1.8.2.2. Mental health and other behavioral health needs.
 - 3.1.8.2.3. Need for peer recovery support services.
 - 3.1.8.2.4. Social services needs.

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- 3.1.8.2.5. Needs regarding criminal justice that includes Corrections, Drug Court, and Division for Children, Youth, and Families (DCYF) matters.
- 3.1.8.3. Plan for addressing all areas of need identified in Section 3.1.8.2 by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
- 3.1.8.4. When the level of care identified in Section 3.1.7. is not available to the client within 48 hours of service plan development, the service plan shall include plans for referrals to external providers to offer interim services, which are defined as:
 - 3.1.8.4.1. At least one sixty (60) minute individual or group outpatient session per week and/or;
 - 3.1.8.4.2. Recovery support services, as needed by the client; and/or
 - 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs.
 - 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be the licensed clinician, CRSW outlined in the Staffing section, or other non-clinical support staff, capable of aiding specialty populations in accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
 - 3.1.9.1. Veterans and/or service members.
 - 3.1.9.2. Pregnant, postpartum, and parenting women.
 - 3.1.9.3. DCYF involved families.
 - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
 - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to substance use disorder treatment and recovery support and other health and social services which shall include, but not be limited to:
 - 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.

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- 3.1.10.2. Determining referrals based on the service plan developed in Section 3.1.8.
- 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
- 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
- 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
 - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports, and;
 - 3.1.10.5.2. Providing assistance in accessing such financial assistance including, but not limited to:
 - 3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.
 - 3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.
 - 3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.
 - 3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under the NH DHHS SOR Flexible Needs Fund Policy with their financial needs including, but not limited to:
 - 3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;
 - 3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments as

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identified and recommended by Doorway professional staff to assist the eligible client with recovery;

3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.10.5.3.4. Provision of light snacks not to exceed \$3.00 per eligible client;

3.1.10.5.3.5. Provision of phone minutes or a basic prepaid phone to permit the eligible client to contact treatment providers and recovery services, and to permit contact with the eligible client for continuous recovery support;

3.1.10.5.3.6. Provision of clothing appropriate for cold weather, job interviews, or work; and

3.1.10.5.3.7. Other uses preapproved in writing by the Department.

3.1.10.5.4. Providing a Respite Shelter Voucher program to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

3.1.10.5.4.1.1. A Doorway client;

3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

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- 3.1.11. Continuous case management services which include, but are not limited to:
- 3.1.11.1. Ongoing assessment of the clinical evaluation in Section 3.1.7 above for individuals until they are receiving the level of care services and supports identified as appropriate for them. The level of care services needed may be revised based on how the individual responds while receiving interim services and supports.
 - 3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.
 - 3.1.11.3. Supporting clients in meeting the admission, entrance, and intake requirements of the provider agency.
 - 3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service provider(s) until such time that the discharge Government Performance and Results Act (GPRA) interview in Section 3.1.11.7.3 is completed including, but not limited to:
 - 3.1.11.4.1. Attempting to contact each client at a minimum, once per week until such time that the discharge GPRA interview in Section 3.1.11.7.3 has been completed, according to the following guidelines:
 - 3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.
 - 3.1.11.4.1.2. If the attempt in Section 3.1.11.4.1.1 is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

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- 3.1.11.4.1.3. If the attempt in Section 3.1.11.4.1.2 is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.
- 3.1.11.5. When the follow-up in Section 3.1.11.4 results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.
- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.6.1. Each successful contact shall include, but not be limited to:
- 3.1.11.6.1.1. Inquiry on the status of each client's recovery and experience with their external service provider.
 - 3.1.11.6.1.2. Identification of client needs.
 - 3.1.11.6.1.3. Assisting the client with addressing needs, as identified in Section 3.1.11.6.1.2.
 - 3.1.11.6.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.7. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Performance Accountability and Reporting System (SPARS), at a minimum:
- 3.1.11.7.1. At intake or within three (3) calendar days following initial client contact.
 - 3.1.11.7.2. Six (6) months post intake into Doorway services.

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3.1.11.7.3. Upon discharge from the initially referred service.

3.1.11.7.3.1. If the client is discharged from services before the time intervals in Section 3.1.11.7.2 or Section 3.1.11.7.3 the Doorway must make every reasonable effort to conduct a follow-up GPRA for that client.

3.1.11.7.3.2. If a client is re-admitted into services after discharge or being lost to care, the Doorway is not required to re-administer the intake GPRA but must complete a follow-up GPRA for the time interval in Section 3.1.11.7.2 or 3.1.11.7.3 closest to the intake GPRA.

3.1.11.8. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the State Opioid Response grant.

3.1.11.9. Ensuring that contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value.

3.1.11.9.1. Payments to incentivize participation in treatment are not allowable.

3.1.11.10. Assistance to individuals who are unable to secure financial resources, in enrolling in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare, and or waiver programs within fourteen (14) calendar days after intake.

3.1.11.11. Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the NH DHHS Naloxone Distribution Policy regarding the use of naloxone.

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- 3.2. The Contractor shall obtain treatment consent forms from all clients served, either in-person or through electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services for both day and overnight shifts in accordance with:
 - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
 - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice
 - 3.3.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
 - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment
- 3.4. The Contractor shall utilize recent and inform any future developments of a comprehensive needs assessment of their region. The needs assessment shall be coordinated with existing regional partners including, but not limited to:
 - 3.4.1. Regional Public Health Networks.
 - 3.4.2. Integrated Delivery Networks.
 - 3.4.3. Continuum of Care Facilitators.
- 3.5. The Contractor shall inform the inclusion of regional goals into the future development of needs assessments in Section 3.4 that the Contractor and its partners in the region have over the contract period including, but not limited to reductions in:
 - 3.5.1. Naloxone use.
 - 3.5.2. Emergency Room use.
 - 3.5.3. Overdose related fatalities.
- 3.6. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers.
- 3.7. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
 - 3.7.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
 - 3.7.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.

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3.8. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date that includes but not limited to:

3.8.1. Policies such as, but not be limited to client consent forms, conflict of interest, consent and privacy, financial assistance, shelter vouchers, referrals and evaluation form other providers, complaints, and grievances.

3.8.2. Formalized agreements such as, but not be limited to relationship with 2-1-1 NH and after hours on-call clinical services.

3.8.3. Formalized agreements with Integrated Delivery Networks (IDNs), Medicaid Managed Care Organizations (MCOs), and private insurers within sixty (60) business days of the contract effective date. The Contractor may submit for an extension beyond the sixty (60) days upon approval of the Department.

4. Subcontracting for the Doorways

4.1. The Doorway shall submit all subcontracts they propose to enter into for services provided through this contract to the Department for approval prior to execution.

4.2. The Doorway may subcontract with prior approval of the Department for support and assistance in providing core Doorway services; except that such core services shall not be subcontracted providers whose principal operations are to serve individuals with a specific diagnosis of substance use disorders.

4.2.1. Core Doorway services are defined, for purposes of this contract, as screening, assessment, evaluation, referral, continuous case management, GPRA data completion, and naloxone distribution.

4.2.2. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.

4.2.3. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and that the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.

5. Staffing

5.1. The Contractor shall meet the following minimum staffing requirements:

5.1.1. Between and hours and days of the week identified in Sections 3.1.1 and 3.1.2.1 above as follows:

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- 5.1.1.1. A minimum of one (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically;
- 5.1.1.2. A minimum of one (1) Recovery support worker (CRSW) with the ability to fulfill recovery support and care coordination functions;
- 5.1.1.3. A minimum of one (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Section 3.1.9.
- 5.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making such change to the staffing.
- 5.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
- 5.1.4. No licensed supervisor shall supervise more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.
- 5.1.5. Peer clinical supervision is provided for all clinicians including, but not limited to:
 - 5.1.5.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
 - 5.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 5.2. The Contractor must meet the training requirements for staff which include, but are not limited to:
 - 5.2.1. For all clinical staff:
 - 5.2.1.1. Suicide prevention and early warning signs.
 - 5.2.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
 - 5.2.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
 - 5.2.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
 - 5.2.1.5. A Department approved ethics course within twelve (12) months of hire.
 - 5.2.2. For recovery support staff and other non-clinical staff working directly with clients:

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- 5.2.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
- 5.2.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
- 5.2.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
- 5.2.2.4. An approved ethics course within twelve (12) months of hire.
- 5.2.3. Required trainings in Section 5.2 may be satisfied through existing licensure requirements and/or through Department approved alternative training curriculums and/or certifications.
- 5.2.4. Ensuring all recovery support staff and clinical staff receive continuous education regarding substance use disorders, at a minimum annually.
- 5.2.5. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date or the staff person's start date on the following:
 - 5.2.5.1. The contract requirements.
 - 5.2.5.2. All other relevant policies and procedures provided by the Department.
- 5.3. The Contractor shall provide its staff, subcontractors, or end users as defined in Exhibit K, with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 5.4. The Contractor shall notify the Department in writing:
 - 5.4.1. When a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program, within one (1) month of hire.
 - 5.4.2. When there is not sufficient staffing to perform all required services for more than one (1) month, within fourteen (14) calendar days.
- 5.5. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 5.6. The Contractor shall ensure that student interns complete an approved ethics course and an approved course on the twelve (12) core functions as described in Addiction

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Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

6. Records.

6.1. The Contractor must maintain the following records:

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.

7. Health Insurance Portability and Accountability Act and Confidentiality:

- 7.1.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a substance use disorder provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.1.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and

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for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7 of Exhibit B shall survive the termination of the Contract for any reason whatsoever.

8. Reporting Requirements.

- 8.1. The Contractor shall comply with all aspects of the DHHS Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003, effective April 24, 2019, and any subsequent versions and/or amendments.
 - 8.1.1. The Contractor shall report to DHHS Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within 72 hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.
 - 8.1.2. The Contractor shall comply with all statutorily mandated reporting requirements, including but not limited to, NH RSA 161-F:42-54 and RSA 169-C:29.
 - 8.1.3. The Contractor shall cooperate with providing any information requested by DHHS as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
- 8.2. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
 - 8.2.1. call counts,
 - 8.2.2. counts of clients seen,
 - 8.2.3. reason types,
 - 8.2.4. count of clinical evaluations,
 - 8.2.5. count of referrals made and type,
 - 8.2.6. naloxone distribution,

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- 8.2.7. referral statuses,
- 8.2.8. recovery monitoring contacts,
- 8.2.9. service wait times, flex fund utilization, and
- 8.2.10. respite shelter utilization
- 8.3. The Contractor shall ensure the GPRAs are completed and entered into the WITS system on a timely basis so that the Department can create quarterly de-identified, aggregate client report on each client served, as required by SAMHSA. The GPRA data should include but not be limited to:
 - 8.3.1. Diagnoses.
 - 8.3.2. Demographic characteristics.
 - 8.3.3. Substance use.
 - 8.3.4. Services received and referrals made, by provider organization name.
 - 8.3.5. Types of MAT received.
 - 8.3.6. Length of stay in treatment.
 - 8.3.7. Employment status.
 - 8.3.8. Criminal justice involvement.
 - 8.3.9. Housing.
- 8.4. The Contractor shall submit monthly reports on naloxone kits distributed, utilizing a template provided by the Department.
- 8.5. The Contractor shall report quarterly on federally required data points specific to this funding opportunity as identified by SAMHSA over the grant period.
- 8.6. The Contractor shall be required to prepare and submit ad hoc data reports as deemed necessary by the Department.

9. Performance Measures

- 9.1. The Department shall measure the effectiveness of the Contractor's performance in accordance with the provisions of this Agreement as follows:
 - 9.1.1. The Contractor shall attempt to complete a GPRA interview for 100% of Doorway clients at intake or within three (3) calendar days following initial client contact and at six (6) months post intake, and upon discharge from Doorway referred services.
 - 9.1.2. In accordance with SAMHSA State Opioid Response grant requirements, the Contractor shall attempt to ensure that the GPRA interview follow-up rate at six (6) months post intake for Doorway clients is no less than 80%.

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10. Doorway Implementation and Contract Management

- 10.1. The Contractor shall participate in a kick-off meeting with the Department within ten (10) calendar days of the contract effective date to review contract timelines, scope, and deliverables.
- 10.2. The Contractor shall participate in weekly status telephone calls with the Department to review the status of the development and implementation for the Doorway, for the first three (3) months of the contract. The Contractor shall:
 - 10.2.1. Provide a written weekly progress report in advance of the telephone call that would summarize:
 - 10.2.1.1. Key work performed,
 - 10.2.1.2. Encountered and foreseeable key issues and problems and provide a solution or mitigation strategy for each
 - 10.2.1.3. Scheduled work for the upcoming week
 - 10.2.2. Provide a report summarizing the results of the weekly status telephone call.
- 10.3. The Contractor shall participate in implementation and operational site visits on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
 - 10.3.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
 - 10.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 10.3.2.1. Data.
 - 10.3.2.2. Financial records.
 - 10.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 10.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 10.3.2.5. Scheduled phone access to Contractor principals and staff.
- 10.4. The Contractor shall provide a work plan to develop, implement, and operationalize the Doorway for Department for review, within fifteen days of the contract effective date. The work plan shall include but not limited to:
 - 10.4.1. A Staffing plan to provide the hours of operation as identified in Sections 3.1.1 and 3.1.2.1 above.
 - 10.4.2. Identification and description of the tasks to be performed
 - 10.4.3. Identification of the staff responsible for performing the tasks
 - 10.4.4. Milestones.

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- 10.4.5. Start and end dates.
- 10.4.6. Contingency planning as it relates to identified risks.
- 10.4.7. Issue tracking and resolution.

11. State Opioid Response (SOR) Grant Standards

- 11.1. The Contractor and/or referred providers shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:
 - 11.1.1. Methadone.
 - 11.1.2. Buprenorphine products, including:
 - 11.1.2.1. Single-entity buprenorphine products.
 - 11.1.2.2. Buprenorphine/naloxone tablets,
 - 11.1.2.3. Buprenorphine/naloxone films.
 - 11.1.2.4. Buprenorphine/naloxone buccal preparations.
 - 11.1.2.5. Long-acting injectable buprenorphine products.
 - 11.1.2.6. Buprenorphine implants.
 - 11.1.2.7. Injectable extended-release naltrexone.
- 11.2. The Contractor and/or referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 11.3. The Contractor and/or referred providers shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.4. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 11.5. The Contractor and/or referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.6. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 11.7. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



12. Data Management Requirements

- 12.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

13. Termination Report/Transition Plan

- 13.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 13.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 13.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 13.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 13.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



14. Credits and Copyright Ownership

- 14.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

15. Operation of Facilities: Compliance with Laws and Regulations

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

16. Equal Employment Opportunity Plan (EEOP)

- 16.1. The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes,

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT B**



and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. Equipment Purchases

- 17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 17.2. The Contractor shall return said office equipment in Section 17.1 to the Department's Contract Unit within 30 days from the completion date of the Contract.

18. Compliance with Federal and State Laws

- 18.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 18.2. Time and Manner of Determination
 - 18.2.1. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 18.3. Documentation
 - 18.3.1. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 18.4. Fair Hearings
 - 18.4.1. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT C**



Payment Terms

1. This contract is funded with funds from the Substance Abuse and Mental Health Services Administration CFDA #93.788, Federal Award Identification Number (FAIN) H79TI081685 and TI080246.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
3. The Contractor may invoice the Department in an amount not to exceed \$368,370 upon Governor and Executive Council approval of this Agreement. The Contractor shall ensure:
 - 3.1. The invoice clearly states a request for advance payment for the total advance payment amount.
 - 3.2. The invoice includes how funds will be utilized toward start up costs, hiring staff and staff readiness activities and furnishings, in accordance with with the implementaton plan in Exhibit B, Scope of Services, Section 10 Doorway Implementaion and Contract Management.
 - 3.3. Monthly reports detailing the actual costs incurred for items in Section 3.2 above, shall be submitted to the Department prior to submitting invoices for services provided after the period of implementation is completed. The invoices for services after implementaion will be paid on a cost reimbursement basis as stated in Section 2 above. Reimbursement for services after implentation will not occur until the advanced funds in Section 3 above have been fully expended, unless otherwise approved by the Department.
4. During the period of implementation as outlined in Exhibit B, Scope of Services, Section 10 Doorway Implementation and Contract Management, the Contractor may invoice the Department for costs associated with implementation only.
5. The Contractor shall seek reimbursement as follows:
 - 5.1. First, bill the clients other insurance or payor sources.
 - 5.2. Medicare
 - 5.3. For Medicaid enrolled individuals:
 - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT C**



5.4. Sliding Fee Scale Program

5.5. Lastly, the contractor shall bill this Agreement.

6. The Contractor shall submit an invoice in a form satisfactory to the State by the thirtieth (30th) day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement.

6.1. Backup documentation shall include, but is not limited to:

6.1.1. General Ledger showing revenue and expenses for the contract

6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

6.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

6.2. The following backup documentation may also be requested as needed:

6.2.1. Invoices supporting expenses reported.

6.2.1.1. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$3.00 per person for clients.

6.2.2. Cost center reports

6.2.3. Profit and loss report

6.2.4. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

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

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

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT C**



8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions (Form Number P-37) of this Agreement.
9. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
10. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
11. Grant Funds shall not be used to:
 - 11.1. Pay for the purchase or construction of any building or structure to house any part of the program.
 - 11.2. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
13. Notwithstanding paragraph 18 of the General Provisions 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.
14. Audits
 - 14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 14.1.1. 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.
 - 14.1.2. 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.
 - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 14.2. 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

**New Hampshire Department of Health and Human Services
Access and Delivery Hub for Opioid Use Disorder Services
EXHIBIT C**



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.

- 14.3. 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.
- 14.4. 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.
- 14.5. 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.

Access and Delivery Hub for Optid Use Disorder Services

Exhibit C-1, Budget

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

Contractor name Southern New Hampshire Health System, Inc.

Budget Request for: Access and Delivery Hub for Optid Use Disorder Services ("Deansway"), Greater Nashua Region

Budget Period: March 2020 - June 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 182,700.00	\$ -	\$ 182,700.00	\$ -	\$ -	\$ -	\$ 182,700.00	\$ -	\$ 182,700.00
2. Employee Benefits	\$ 52,050.00	\$ -	\$ 52,050.00	\$ -	\$ -	\$ -	\$ 52,050.00	\$ -	\$ 52,050.00
3. Consultants	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Repair and Maintenance	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
Lab	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Pharmacy	\$ 72,153.00	\$ -	\$ 72,153.00	\$ -	\$ -	\$ -	\$ 72,153.00	\$ -	\$ 72,153.00
Medical	\$ 530.00	\$ -	\$ 530.00	\$ -	\$ -	\$ -	\$ 530.00	\$ -	\$ 530.00
Office	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
6. Travel	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ -	\$ 2,850.00
7. Occupancy	\$ 18,175.00	\$ -	\$ 18,175.00	\$ -	\$ -	\$ -	\$ 18,175.00	\$ -	\$ 18,175.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Postage	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
Insurance	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
10. Marketing/Communications	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ 3,800.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funds	\$ 58,150.00	\$ -	\$ 58,150.00	\$ -	\$ -	\$ -	\$ 58,150.00	\$ -	\$ 58,150.00
Respite Shelter Voucher	\$ 113,850.00	\$ -	\$ 113,850.00	\$ -	\$ -	\$ -	\$ 113,850.00	\$ -	\$ 113,850.00
Start-Up Expenses (Advance Payment)	\$ 368,370.00	\$ -	\$ 368,370.00	\$ -	\$ -	\$ -	\$ 368,370.00	\$ -	\$ 368,370.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 653,378.00	\$ 95,338.00	\$ 1,048,716.00	\$ -	\$ -	\$ -	\$ 653,378.00	\$ 95,338.00	\$ 1,048,716.00

Indirect As A Percent of Direct

10.0%

Contractor Initials *pb*
Date *3/2/2020*

Access and Delivery Hub for Opioid Use Disorder Services

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Contractor name: Southern New Hampshire Health System, Inc.									
Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services ("Downs"), Greater Nashua Region									
Budget Period: July 2020 - Sept 2020									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/Contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 184,000.00	\$ -	\$ 184,000.00	\$ -	\$ -	\$ -	\$ 184,000.00	\$ -	\$ 184,000.00
2. Employee Benefits	\$ 47,000.00	\$ -	\$ 47,000.00	\$ -	\$ -	\$ -	\$ 47,000.00	\$ -	\$ 47,000.00
3. Consultants	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 625.00	\$ -	\$ 625.00	\$ -	\$ -	\$ -	\$ 625.00	\$ -	\$ 625.00
Repair and Maintenance	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Pharmacy	\$ 66,165.00	\$ -	\$ 66,165.00	\$ -	\$ -	\$ -	\$ 66,165.00	\$ -	\$ 66,165.00
Medical	\$ 457.50	\$ -	\$ 457.50	\$ -	\$ -	\$ -	\$ 457.50	\$ -	\$ 457.50
Office	\$ 687.50	\$ -	\$ 687.50	\$ -	\$ -	\$ -	\$ 687.50	\$ -	\$ 687.50
6. Travel	\$ 2,125.00	\$ -	\$ 2,125.00	\$ -	\$ -	\$ -	\$ 2,125.00	\$ -	\$ 2,125.00
7. Occupancy	\$ 14,832.00	\$ -	\$ 14,832.00	\$ -	\$ -	\$ -	\$ 14,832.00	\$ -	\$ 14,832.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Postage	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ 2,900.00	\$ -	\$ 2,900.00	\$ -	\$ -	\$ -	\$ 2,900.00	\$ -	\$ 2,900.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Funds	\$ 58,000.00	\$ -	\$ 58,000.00	\$ -	\$ -	\$ -	\$ 58,000.00	\$ -	\$ 58,000.00
Respite Shelter Voucher	\$ 113,500.00	\$ -	\$ 113,500.00	\$ -	\$ -	\$ -	\$ 113,500.00	\$ -	\$ 113,500.00
TOTAL	\$ 474,792.00	\$ 47,480.00	\$ 522,272.00	\$ -	\$ -	\$ -	\$ 474,792.00	\$ 47,480.00	\$ 522,272.00

Indirect As A Percent of Direct

10.0%

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Vendor Name: Southern New Hampshire Health System, Inc.

3/2/2020
Date

Paul L. Trainer
Name: Paul L. Trainer
Title: CFO

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

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

Vendor Name: *Southern New Hampshire Health System, Inc.*

3/2/2000
Date

Paul L. Tramor
Name: *Paul L. Tramor*
Title: *CFO*

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor 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 (11)(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.

Vendor Name: *Southern New Hampshire Health System, Inc.*

Date 3/2/2020

Paul L. Tramon
Name: *Paul L. Tramon*
Title: *CEO*

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 Vendor 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:

Vendor 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

Vendor Initials

ptt

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: *Southern New Hampshire Health System, Inc*

3/2/2020
Date

Paul L. Tramor
Name: *Paul L. Tramor*
Title: *CEO*

Exhibit G

Vendor 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 H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

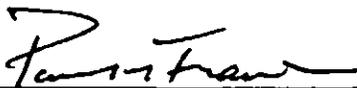
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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 Vendor 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 Vendor 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.

Vendor Name: *Southern New Hampshire Health System, Inc.*

3/2/2020
Date


Name: *Paul L. Tramor*
Title: *CEO*

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials act
Date 3/2/2020

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: *Southern New Hampshire Health System, Inc.*

3/2/2020
Date

Paul L. Tramon
Name: *Paul L. Tramon*
Title: *CEO*

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 073971772
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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3/2/2020